



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_11-15-2023

Wednesday, November 15, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, November 15, 2023 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes – October 25, 2023

Documents: [October 25, 2023 Minutes](#)

Contracts/Agreements

Action Item #2:

City of Westfield - 2024 Personnel Policy, Procedures & Benefits Manual

Documents: [2024 Personnel Policy, Procedures, & Benefits Manual](#) | [Summary of Changes for 2024 Policy Manual](#)

Action Item #3:

Hamilton County Indiana & City of Westfield – Funding Agreement – Community Development Block Grant for Blackburn Road Sidewalk Installation

Documents: [Blackburn Road Funding Agreement](#)

Action Item #4:

A&F Engineering & City of Westfield – 161st Street & Spring Mill Road Roundabout – Design Services Supplemental Agreement

Documents: [Design Services Supplemental Agreement](#)

Action Item #5:

NX Westfield MOB, LLC & City of Westfield – Grand Millennium Medical Office Building - Road Impact Fee Installment Agreement

Documents: [NX Westfield MOB RIF Payment Agreement](#)

Consent Agenda

Approval of 2024 Board of Public Works Meeting & Deadline Schedule

Documents: [2024 Schedule of Meetings - Westfield Board of Public Works & Safety Meetings](#)

November Bond Information

Documents: [November Bond List](#)

Department Reports

Fire

Documents: [WFD October Report](#)

Police

Documents: [WPD October Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY October 25, 2023

The Westfield Board of Public Works and Safety met on October 25, 2023, at City Services/ Main Conference Rm. Jim Ake, and Larry Clarino were present. Kim Strang, Deputy Clerk and Chou-il Lee attended virtually.

Jim Ake called the meeting to order at 1:00 PM

CHANGES TO AGENDA

Action Item #2: Tabled

AGENDA ITEMS:

Action Item #1: Approval of Minutes from September 27, 2023

Larry Clarino made the motion to approve the minutes as presented. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: NX Westfield Mob, LLC & City of Westfield-Grand Millennium Medical Office Building-Road Impact Fee Installment Agreement

TABLED

Action Item #3: City of Westfield & Hunt Real Estate-161st & Oak RAB Parcel Settlement Agreement

Johnathon Nail stated that the City of Westfield filed eminent domain action against Hunt Real Estate LLC to acquire a portion of property for the roundabout at the intersection of 161st and Oak Road. Both parties participated in mediation and came to a settlement in principle to fully resolve the eminent domain action. Compensation in the amount of \$63,250 will be given to Hunt for all damages resulting from the City's acquisition of the property. The Board of Public Works must give final approval of the terms prior to finalization of the settlement. The City is also seeking approval from the Board to authorize Director Johnathon Nail to execute the Agreed Findings and Judgment.

Larry Clarino made the motion to approve the Settlement Agreement. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

CONSENT AGENDA:

Recommendation from Chief Rush pursuant to 36-8-8-12.3-Chou-il-Lee stated that Chief Rush and Administration are asking the Board to request a hearing through the Local Pension Board. The hearing would decide whether or not to pension off an officer who is covered under the 1977 Police and Firemen's Pension and Disability Fund.

October Bond Information

Larry Clarino made the motion to approve the consent agenda. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Rob Gaylor

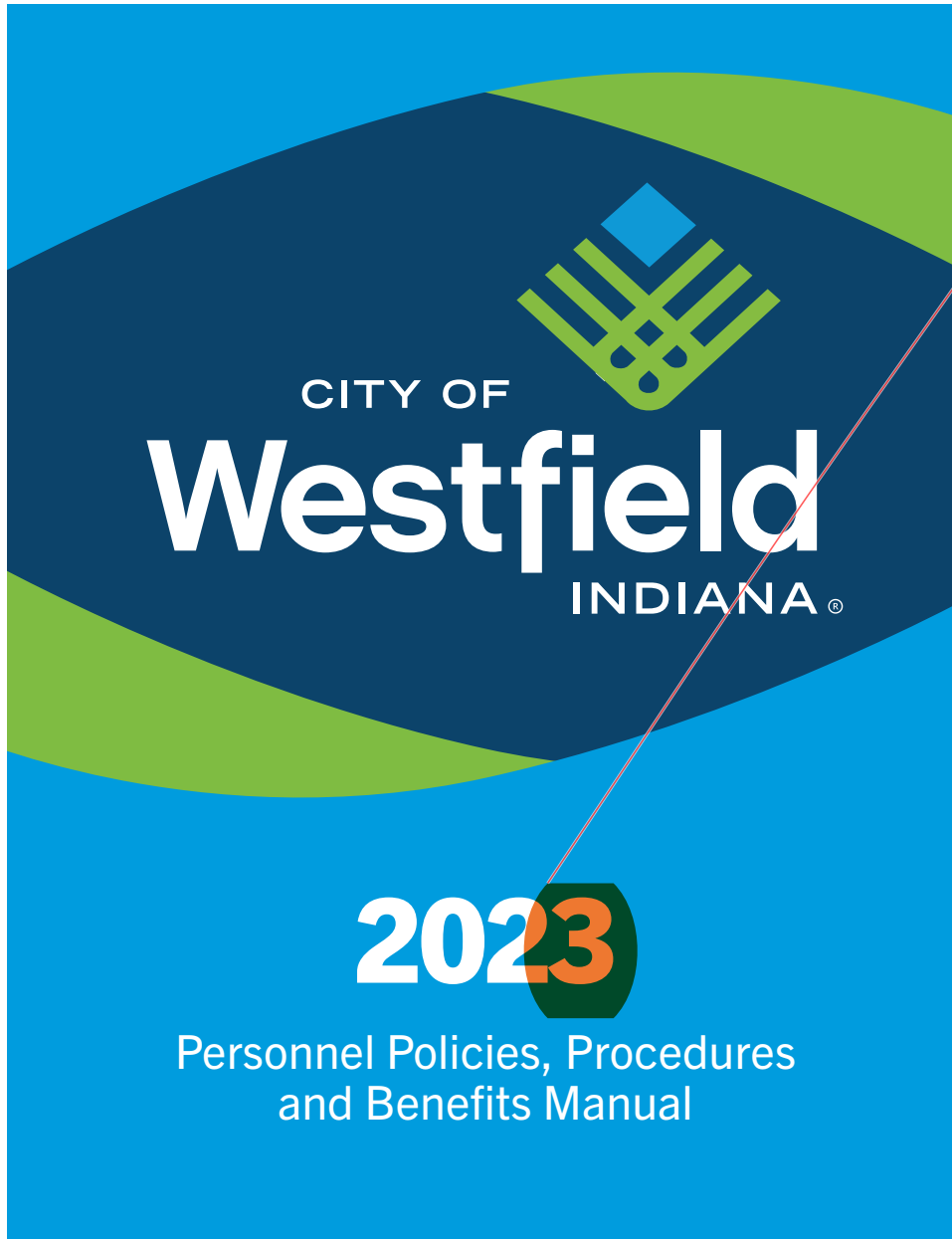
Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 1:15 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



Summary of Comments on Policies-and-Procedures_2023_No-TOC.pdf

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Author: Bradie Louks Date: 11/8/2023 8:36:18 AM
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1.00

STATEMENT OF PURPOSE

1.01 MISSION STATEMENT AND STRATEGIC HABITS

Enhancing Quality of Life through exceptional Service, Integrity & Commitment. The core values of the City of Westfield are: Team Commitment, Safety, Service Excellence, Fiscal Efficiency and Innovation.

1.02 PERSONNEL PHILOSOPHY

The personnel policies of the City of Westfield, including pay policies and benefit programs, reflect the City's philosophy that the City shall be a fair and just employer. The purpose of both direct and indirect compensation programs is the recognition of the value that the City places upon its individual employees. The City employees are integral and valuable assets crucial to the completion of the vision of the City.

Seeing that the City's personnel policies and programs are effectively carried out is one of the major responsibilities of supervisors. The Chief of Staff assists direct supervisors in meeting this responsibility.

1.03 GENERAL POLICY & PROCEDURES CONSIDERATIONS

It is the policy of the City of Westfield to set forth a listing of policies and procedures in order that all City employees and applicants have reasonable assurance

that all policies and procedures shall be pursued in a uniform, consistent, and equitable manner. The Board of Public Works and Safety of Westfield approves these policies and procedures. The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures within the various departments within the City. However, any instances that are superseded must be brought to the attention of the Chief of Staff of the City for approval prior to implementation.

It shall be the responsibility of the Chief of Staff to interpret these policies and procedures, and to ensure that they are administered in a consistent and impartial manner.

Personnel policies and procedures are subject to modification and revision to meet the changing needs of both management and the work force as new conditions arise during the continuing growth and complexity associated with the City's future.

Additions, modifications, and deletions to this manual must be approved by a resolution of the Board of Public Works and Safety of Westfield and issued by the Chief of Staff.

This is an employment policy guideline and should not be considered a contract of employment. This manual is not a contract, express or implied, guaranteeing employment

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for any specific duration or limiting the reasons or procedures for termination or modification of the employment relationship. Unless otherwise agreed to in a collective bargaining agreement, a written contract, or by law, the employment of each employee is terminable at will by either the employee or the City at any time, for any reason, with or without cause or notice. Any agreement concerning an employee's employment with the City shall not be enforceable unless it is in a formal written agreement and signed by the employee and the Chief of Staff of the City or the Mayor of the City. The City reserves the right and full discretion to modify this manual and the policies contained within it at any time, with or without notice.

1.04

PUBLIC SAFETY DEPARTMENTS POLICY & PROCEDURES CONSIDERATIONS

The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures defined for the Public Safety Departments. Fire and police professional employees working in these areas should consult with their Fire Chief or Police Chief regarding any differences in policy content or procedures. Additionally, the Chief of Staff of the City must be made aware of instances that supersede this policy manual prior to implementation and for approval.

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2.00

RECRUITMENT, SELECTION & HIRING

2.01

STATEMENT OF POLICY

It shall be the policy of the City of Westfield to recruit and select qualified persons for the positions in the City's service. Recruitment, selection, and placement shall be conducted to ensure fair hiring practices, provide equal employment opportunity, and to prohibit discrimination because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected basis, as provided by law.

Except where otherwise prohibited by contract or collective bargaining agreement, supervision reserves the right to change job responsibilities, transfer job positions, or assign additional job duties at any time. This includes working on special projects and/or assignments to other work divisions as necessary.

2.02

EQUAL EMPLOYMENT OPPORTUNITY (EEO) STATEMENT

The City of Westfield is committed to maintaining an environment free of discrimination and inappropriate conduct. The City expects its employees to strictly observe the following policies in the workplace itself and in other work-related settings such as business trips and business-related social events. Failure to do so will result

in disciplinary action, up to and including termination of employment.

1. DISCRIMINATION

The City of Westfield is an equal opportunity employer. The City believes in the dignity and the worth of every individual. The City will not discriminate against or favor any employee or applicant, or make any decision or take any action, because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category, as provided by law. The City also prohibits any discrimination or demeaning language, characterization or conduct by its employees that may harass, intimidate, insult, or ridicule another person because of their race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category as provided by law.

While it is impossible to list all types of such harassment, they include:

- verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or group for any of these reasons,

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- epithets, slurs, or negative stereotyping related to any of these reasons,
- threatening, intimidating, or hostile verbal or physical acts toward an individual or group that relate to any of these reasons, or
- written or graphic material that denigrates or shows hostility or aversion toward any individual or group for any of these reasons.

2. SEXUAL HARASSMENT POLICY

The City prohibits sexual harassment of its employees by other employees or non-employees who conduct business with the City. We hold our managers and supervisors responsible for maintaining work environments free from any form of sexual harassment. The City further believes that prevention is the best method of eliminating sexual harassment. Therefore, the City charges managers and supervisors with the responsibility of taking all steps necessary to prevent sexual harassment from occurring. This would include, but not be limited to, affirmatively raising the subject when necessary, expressing strong disapproval of sexual harassment, and informing employees of their rights under this policy. Violations of this policy may be cause for disciplinary action, up to and including termination. While it is impossible to list all types of sexual harassment, they include unwelcome or unwanted:

- sexual advances, sexual flirtations, and requests for sexual favors,
- verbal, visual, or physical conduct of a sexual nature,
- offensive sexual remarks, innuendoes or jokes,
- unwelcome leering, whistling, or obscene gestures,
- display of sexually suggestive objects or pictures,
- sexually degrading words used to describe an individual,
- sexually suggestive or offensive dress,
- when (1) submission to such conduct is explicitly or implicitly a condition of employment, or (2) submission to or rejection of such conduct is used as the basis for employment decisions, or (3) such conduct unreasonably interferes with an individual's job performance, or (4) such conduct creates an unwelcome, intimidating, hostile, abusive, or offensive working environment.

The prohibition on sexual harassment applies to persons of the same or opposite sex, as required by applicable federal, state, or local law.

3. HARASSMENT

The City is committed to providing a workplace free of inappropriate treatment of any employee because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age,

disability, genetic information, protected veteran status, or any other category protected under federal, state or local law.

The City is committed to protecting employees from inappropriate conduct whether from other employees or non-employees such as vendors, suppliers or members of the public. Examples of inappropriate conduct may include, among other things:

- Slurs, stereotyping, threatening, intimidating or hostile acts that relate to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status; and
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status.

4. COMPLAINT PROCESS

The City supports and encourages reporting of all incidents of discrimination or sexual harassment, regardless of who the offender may be. If you experience unlawful discrimination or harassment, or observe such conduct, you should promptly report the matter to your immediate supervisor. If, however, you believe that it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it to your Department Head, a member of the Human Resources Department, the City's Chief of Staff, or to the City Council President (in case the report is about the Chief of Staff).

Your complaint will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. The City strongly disapproves of discrimination or harassment and will take appropriate corrective action to end such conduct, including but not limited to discharge of any person who engages in such conduct.

5. NO-RETALIATION POLICY

It is against City policy to retaliate against any employee for filing a complaint, reporting, cooperating in the investigation, or offering evidence of a violation of this policy. Any person who takes such retaliatory action shall be subject to disciplinary action, up to and including termination.

However, an individual's personal and professional life may be seriously damaged by a false complaint of unlawful discrimination or harassment. Therefore, if after thoroughly investigating any complaint of harassment or discrimination, the City determines that an employee has knowingly provided false, exaggerated or embellished information regarding the complaint, disciplinary action

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may be taken against that individual.

2.03

AMERICANS WITH DISABILITIES ACT (ADA)

The City of Westfield, pursuant to and in accordance with the Americans with Disabilities Act (ADA) specifically Title I of the "ADA", shall not discriminate against a qualified individual with a disability because of the disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment. (42 U.S.C. Sec. 12113, as amended from time to time.) Additionally, no qualified individual with a disability may, on the basis of disability, be subjected to discrimination in employment under any service, program or activity conducted by the City (56 Fed. Reg. 35719, as amended from time to time).

Any employee who believes they may need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or the Human Resources Department.

No qualified applicant or employee shall be refused employment or discriminated against because of such person's need for a reasonable accommodation for a known physical or mental disability as required under the ADA unless such accommodation causes undue hardship, as defined by law, to the City of Westfield.

The City further stresses that any applicant may request any needed accommodation to participate in the application process, e.g. accommodation for a test, job interview or job demonstration.

During the application process, applicants may be subjected to various tests which are job-related and consistent with business necessity and not intended to discriminate against applicants. Therefore, if an applicant is in need of an accommodation to perform such tests, then this should be brought to the attention of the City.

The City of Westfield, pursuant to and in accordance with Title VI of the ADA, also provides reasonable accommodations to assist members of the public in attending any public meeting of the City. Such individuals are to contact the City of Westfield Communication Department at (317) 804- 3004 or the City Clerk Office at 317-804-3026 at least one week before the meeting.

2.04

OPEN-DOOR POLICY

It is the City's policy to encourage employees to communicate with their supervisors concerning work-related problems. If an employee has a work-related problem, the employee should bring it to the attention of their Department Head, another member of the City's

management, or the Human Resources Department. The City will take the appropriate steps, if any, to investigate and resolve the problem.

2.05

RESPONSIBILITY FOR RECRUITMENT

Recruitment of candidates for specific departmental openings will be the responsibility of the Department Head of that function. All posting decisions will be made jointly by the Department Head and the Human Resources Department. Responsibility for the recruitment hiring of department heads and the Chief of Staff is the sole responsibility of the Mayor.

2.06

QUALIFICATION AND SELECTION

The City of Westfield may screen applicants for a position using some or all of the following criteria except where said criteria cannot be shown to be job related.

- Prior job-related work experience
- Aptitude for the job
- Knowledge, education, skills, and abilities
- Physical requirements for the job
- Work history
- Special qualifications, licenses, or certifications required for the job
- Personal and work-related references

In the development of selection criteria, the Department Head and Chief of Staff may confer with other consultants or other skilled personnel familiar with minimum requirements for specific positions.

2.07

DRUG AND ALCOHOL-FREE WORKPLACE

The City of Westfield is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We have established a drug and alcohol-free workplace program that balances our respect for individuals with the need to maintain a drug and alcohol-free environment.

The City of Westfield will enforce any federal or state laws ensuring that all City employees are not impaired by a controlled substance while performing their duties. Therefore, the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance is prohibited:

1. At any City site or property owned by the City of Westfield;
2. At any assigned workplace, at any time; and
3. While on duty or in the performance of duties of the City of Westfield, whether they be on-site or off-site.

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Author: Bradie Louks Date: 11/8/2023 8:36:18 AM

Add new line for "Pregnant Workers Fairness Act (PWFA) Policy". New line can be 2.03 (B) in the policy manual. Verbiage was sent via email to be added.



Author: Communications Department Subject: Sticky Note Date: 11/8/2023 1:19:03 PM

2.03 (B) PREGNANT WORKERS FAIRNESS ACT (PWFA) POLICY

The pregnant workers fairness act (PWFA), prohibits workplace and hiring discrimination related to pregnancy, childbirth or related condition, including but not limited to, lactation or the need to express breast milk for a nursing child. The law further requires employers to provide reasonable accommodations in the workplace for expectant and new mothers.

The City of Westfield's policy is to comply with the provisions of the Pregnant Workers Fairness Act and Providing Urgent Maternal Protections for Nursing Mothers Act, including the provision of reasonable accommodations when appropriate. Under this policy, the City of Westfield employees have a right to be free from discrimination based upon pregnancy or a condition related to pregnancy. The City of Westfield shall not take any adverse action against an employee or applicant on the basis of pregnancy or a related medical condition or for requesting or using an accommodation for pregnancy or a related medical condition.

Examples of adverse actions include denying employment opportunities based on pregnancy or related conditions; requiring an employee who is pregnant or has a pregnancy related medical condition to accept an accommodation that the employee chooses not to accept; requiring an employee to take leave if other reasonable accommodation can be provided without undue hardship; making pre-employment inquiry of a job applicant related to pregnancy, childbirth, or a related condition; and, when the need for a reasonable accommodation ceases, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits.

An employee working for the City of Westfield has a right to reasonable accommodations with respect to pregnancy and/or any condition resulting from pregnancy, so that the employee may perform the essential functions of the job, unless the requested accommodation will cause and undue hardship to the City of Westfield.

These accommodations can include, for example: flexible hours, parking closer, appropriately sized uniforms and safety apparel wear, frequent or longer paid breaks or unpaid breaks, time off to recover from childbirth or complications from pregnancy, with or without pay; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or hazardous position; job restructuring and/or modified work schedule; light duty, hybrid work, and/or assistance with manual labor; and private non-bathroom space for expressing breast milk.

The Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act) requires that employers provide a reasonable break time for an employee to express breast milk each time the employee has a need to express the milk for one year after the child's birth. The City of Westfield will provide a place, other than a bathroom, which is shielded from view and free from intrusion in which the employee can express breast milk. The PUMP Act extends the protections to all employees, non-exempt and exempt.

The City of Westfield may request documentation from the employee's health care provider(s) about the need for a reasonable accommodation, except in the cases of requests for: more frequent restroom, food or water breaks; seating; limits on lifting more than 20 pounds; and private non-bathroom space for expressing breast milk.

Contact Human Resources with questions about or requests for reasonable accommodations under the Pregnant Workers Fairness Act.

4. Violation of this prohibition will be grounds for swift and immediate action up to and/or including immediate termination

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of their job. If the use of the medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to notify their supervisor and use appropriate personnel procedures (e.g., call in sick, or use other leave) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken.

The City may conduct drug and/or alcohol testing under any of the following circumstances:

PRE-EMPLOYMENT

The City will conduct pre-employment drug testing for those employees that will hold a **safety-sensitive position and as otherwise required or permitted by law**. An employment offer will be withdrawn if an applicant fails the drug test.

REASONABLE SUSPICION

The City may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including but not limited to, the following circumstances: evidence of drugs or alcohol, unusual conduct that suggests impairment or influence of drugs or alcohol, negative performance patterns or excessive and unexplained absenteeism or tardiness.

RANDOM DRUG TESTING

The City conducts random drug testing for those who hold a safety-sensitive position and as otherwise required or permitted by law.

POST-ACCIDENT TESTING

The City conducts post-accident drug and alcohol testing as further described in this policy.

The following actions may be taken by the City if an employee has a confirmed positive test:

1. Discipline up to and including termination
2. Treatment

3. Referral to EAP (Employee Assistance Program)

DRUG TESTING PROCEDURES:

Any drug test given to an employee will be in accordance with the following procedures:

- The employee will be tested immediately before, during or after a work period.
- The City shall pay costs associated with the test.
- The City will provide transportation for the employee if the test is conducted at a location other than the workplace.
- The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
- Any test shall be conducted with regard to privacy of the individual and in a manner reasonably calculated to prevent substitution or interference with the collection of a reliable sample.

Any sample will be labeled in a manner that reasonably prevents the possibility of mistaken identification. Refusal to submit to a drug test will result in termination of employment.

US DEPARTMENT OF TRANSPORTATION (US DOT)

In 1988 the US Department of Transportation prescribed regulations that require employers to implement comprehensive alcohol and drug testing programs for safety sensitive employees in the road industries. In 1991, the federal government implemented new regulations extending such programs to individuals who drive trucks. As a requirement to operate certain equipment for the City of Westfield, the City requires certain employees to possess a CDL driver's license. The City of Westfield must implement the alcohol and drug testing requirements set forth by the US Department of Transportation and the State of Indiana. Failure to comply with any facets of the program will be grounds for immediate termination.

DRUG SCREENING

To ensure a safe environment for its employees and for the public, the Westfield Town Council passed Resolution 96-1. This resolution provides compliance with the rules of the US Department of Transportation.

Drug screening will be a mandatory part of the initial physical required for employment and random drug tests for certain employees will be a part of the continued requirement for employment with the City of Westfield. Refusal to participate in this program will be grounds for immediate termination.

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POST-ACCIDENT TESTING:

4. An employee who is driving during working hours, or at any time in a City vehicle or on City business, must immediately notify the police AND direct supervisor or on-duty supervisor AND Director of Human Resources if they are involved in an accident. If supervisors cannot be reached, the department head must be notified.
5. An employee must submit to a post-accident test as soon as possible (within two hours) after an accident that involves the death of a human being.
6. An employee must submit to a post-accident test as soon as possible (within two hours) after an accident whenever: (i) the employee receives a citation for a moving violation involving the accident; (ii) a person is injured and the injuries require immediate medical attention to the person away from the accident scene; (iii) one or more motor vehicles involved in the accident incur disabling damage and must be transported away from the accident scene by a tow truck or another vehicle; or (iv) substantial property damage greater than \$100,000 occurs.
7. An employee who is not driving, but whose actions are believed to have contributed to the accident, may also be tested.
8. It is possible that an employee will be directed to submit to a drug and/or alcohol test at the scene of the accident by a law enforcement officer. When a test is conducted by a law enforcement officer, the employee is not required to take another drug and/or alcohol test at the City's testing site.
9. Whenever an employee is involved in an accident as described in paragraphs 2 and 3 and is not tested for drugs and alcohol by a law enforcement officer, the supervisor will make arrangements for drug and/or alcohol tests in compliance with this policy. The employee is not required to delay necessary medical treatment in order to be tested, but should request a drug and alcohol test at the City's expense as a part of any medical treatment.
10. An employee who is required to take post-accident drug and alcohol tests will, at the City's discretion, be assigned to an available non-safety-sensitive position in the employee's department. If no position is available, or if the City so chooses, the employee will be placed on administrative leave with pay while awaiting the test results. If the test results are positive, the employee will not be paid for the period of the leave.
11. An employee who refuses or fails to submit to a post-accident drug or alcohol test as required, who unnecessarily delays reporting to the test site following an accident, whose test results are positive,

or who intentionally obstructs the testing process will be subject to disciplinary action as outlined in section 11 of our policy manual.

12. The results of post-accident drug and alcohol tests will not be provided to law enforcement agencies for criminal action.

2.08**EMPLOYING RELATIVES/ROMANTIC RELATIONSHIPS**

The City of Westfield recognizes that relatives may desire to pursue similar careers. The City must be sensitive, however, to the potential for favoritism, or the appearance of favoritism, in employment decisions and to the necessity of maintaining professional work relationships. The City does not discourage employment of relatives nor does it actively encourage it. It is in the City's best interest to hire the most capable persons available that meet the job requirements for current openings.

Effective July 1, 2012, relatives (spouse, parent, step-parent, child, step-child, sibling, step-sibling, half-sibling, uncle, aunt, niece, nephew, daughter-in-law, son-in-law,) may not be employed in situations where one member is in a position of direct line supervision or direct line reporting to the other. An employee shall not be hired, promoted or transferred to a position that violates this policy. Employees of the City are also prohibited from engaging in romantic and/or physical relationships with direct line supervisors or subordinates. This policy applies to all full-time, part-time or temporary employees, including elected officials.

"Direct line of supervision" means an elected officer or employee who is in a position to affect the terms and conditions of another individual's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The term does not include the responsibilities of the Mayor, City Council or Clerk-Treasurer to make decisions regarding salary ordinances, budgets, or personnel policies of the City.

Employees, with family relationships that would otherwise be in violation of this policy as of July 1, 2012, will be exempted from this policy unless there is a break in the employment.

Employees hired, transferred or promoted, who in later years have relatives elected that are in the direct line of supervision, will have no promotion possibilities unless the promotion is within the merit ranks for the police and fire departments.

For further information regarding this policy see IC 36-1-20.2 as adopted by the City of Westfield as Resolution No. 12-106.

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2.09

SECURITY AND BACKGROUND INFORMATION

As part of the application and hiring process, an applicant may be required to undergo an investigation including employment records, medical records, and/or educational records, as permitted by law. Applicants must aid the City of Westfield in obtaining any of the above information as requested. All information will be kept confidential.

Notwithstanding the above, certain investigative areas, including but not limited to reference checks, credit checks, and criminal history may be addressed prior to a conditional job offer to the applicant if the position applied for presents a showing of job-relatedness with such areas. Furthermore, periodically, employee driving records and criminal records could be investigated and checked for employment and insurability as permitted by law.

2.10

ORIENTATION

It is the policy of the City to ensure all new employees are adequately educated on City operations and personnel policies. On their first day of employment, or by appointment during the first three days of employment, the new employee shall report to Human Resources to fill out all appropriate new hire forms, and review all personnel policies and procedures.

2.11

EMPLOYMENT ANNIVERSARY DATE

The first day of employment is your employment anniversary date. For example, an employee that starts employment on January 3 will celebrate their employment anniversary date each year thereafter on January 3. For most employees this date will normally be the day the employee begins their training probationary status with the City, as further described in Section 2.13. This date is used to compute your eligibility for vacation and other benefits related to continuous time employed by the City. Years of employment calculation will begin January 1st the year after employment date. Example: employment date June 1, 2013, as of January 1, 2014, you will be credited with 1 year of employment for benefit purposes. In other words, the first partial year of employment is not calculated as the first year of employment.

2.12

ADJUSTED DATE OF EMPLOYMENT

Except as otherwise provided by law, if any employee voluntarily leaves the employment of the City and is later re-employed, a new “adjusted” date of employment will be calculated to include the prior employment period if the prior work period was at least one year of continuous

service. This adjusted date of employment will be used to determine eligible benefits that are dependent upon time of service with the City. Additional longevity will not be paid or adjusted until the first of the following year, for those positions that longevity pertains to, as further described in Section 4.01.

2.13

EMPLOYMENT STATUS

There are six categories of employment status:

Probationary Full-Time Employee - Every employee during the first 6 months or 12 months of employment is placed on training probationary status. Firefighters and police officers have a 12-month training probationary period. All other employees have a 6-month training probationary period. The training probationary period may be extended by the Department Head depending on performance during this period. Discharge and/or transfer may take place at any time during the probationary period, just as it can after the probationary period.

Full-Time Employee (those working at least 30 hours per week) - Any employee who is regularly scheduled 30 or more hours a week and has successfully completed their probationary training period of employment. An employee working 30 to 37 hours will accrue pro-rated time off based on hours worked. For an example: an employee working 30 hours in a 40 hour per week department will be eligible for 75% of the paid time off benefits (rounded to the nearest full day). For scheduling, if the fixed holiday is the employee's regular scheduled work day, the employee takes the holiday off with pay (not to exceed the pro-rated amount). The remaining fixed holidays that don't fall on the employee's normal scheduled work day will be utilized as floating holiday(s). When the fixed holiday(s) fall(s) on the employee's regular scheduled work day(s) exceed(s) the pro-rated amount, the employee will be required to take the day off without pay.

Part-Time Employee - Part-time employees are generally scheduled no more than 25 hours per week, no more than 1300 hours per calendar year, and have successfully completed their probationary training period of employment. Part-Time Employees have no benefits other than eligible to participate in 457. Part-time employees do not get 457 matching funds.

Temporary Employee - Any employee hired for a limited period of time, usually for a specific task or project. This employee may work as few or as many hours per week as needed. These employees may be secured through a temporary employment agency and paid directly by that agency. Temporary employees have no benefits.

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Intern – An observer, learner, or trainee who is generally not paid and employed for educational learning opportunities only. Interns are only hired for a period not to exceed six months over an annual period.

Seasonal Employees – Employees who are customarily only expected to work for a particular season (e.g., summer, fall, winter or spring). Seasonal employees are only hired for a period not to exceed six months over an annual period.

2.14

RE-EMPLOYMENT

Re-employment (hiring) of an employee who has previously resigned or has been terminated will be determined on an individual case basis depending on the employee's work record, and circumstances of their leaving. Any person seeking re-employment must apply and be processed as any other applicant. No preferential treatment or consideration will be given to those applying for re-employment solely on the basis of the applicant having been previously employed by the City.

Once an employee leaves the employment of the City and is subsequently re-hired, the City- provided benefits will begin as defined in this manual. Prior service and benefits relating to time of service will be "bridged" as described in Section 2.12 of this manual. After the specific probationary period has been met a new date of employment will be calculated. Sick time eligibility will begin anew and any unused sick time (from the prior employment period) will not be carried forward. Employees in this category should contact the Director of Human Resources for details concerning their specific situation.

2.15

EMPLOYEE PERSONNEL FILES

An Employee Personnel File is maintained for each employee of the City of Westfield. These personnel files contain confidential documents and are managed and maintained by Human Resources staff. All original documents must be sent to the Director of Human Resources to be maintained in the "original employee personnel file". Typical documents in a personnel file include the employment application, documented disciplinary action history, a resume, employee handbook and at-will employer sign off sheets, current personal information, and job references. A separate employee medical file is also maintained. The contents of the medical file are not available to anyone except Human Resources designated staff and the employee whose records are retained in the file. At the City of Westfield, medical files receive the highest degree of safe storage and confidentiality. An employee may view their personnel file by contacting the Director of Human Resources during normal business hours. A Human Resources staff person will be present while an employee

reviews their file. No employee may alter or remove any document in their personnel file.

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3.00

TRAINING & CAREER DEVELOPMENT

3.01

RESPONSIBILITIES

The functions and services offered by the City of Westfield and its employees are best performed by a work force that is properly recruited, selected, and trained on a continuing basis to provide outstanding service to the citizens of our community.

The City encourages its employees to participate in courses, seminars, and programs which offer training and continuing education and are approved by the Department Head and/or Chief of Staff. Your supervisors have an immediate, direct, and continuing responsibility for the development of personnel within their area.

As an employee, you share with your supervisors the responsibility for your continued growth. You build a foundation for your own growth by doing your job to the best of your ability, by improving your present skills and abilities, and by developing new skills through your own self initiatives.

3.02

DISCIPLINARY PROBATION

A disciplinary probation employment period may be recommended lasting from 3-6 months at the discretion of the immediate supervisor. A disciplinary probation period is a time period that allows the employee to

address specific deficiencies that have been identified by a supervisor that are impacting the opportunity for continued employment with the City. This personnel action can come at any time during an employee's employment with the City.

This disciplinary probation is the natural progression of progressive discipline that normally would first have utilized verbal and written warnings addressing the specific work performance that needs to be improved.

During the disciplinary probation period, management will provide written feedback to the employee regarding their performance at least once during each month of the probationary period. If in the judgment of the City the specific performance is not being corrected adequately, dismissal may occur immediately.

Dismissal for action not specifically being addressed with the disciplinary probation can also take place during this time in accordance with action dictating immediate dismissal as defined elsewhere in this policy manual.

3.03

ATTENDING SEMINARS, CONFERENCES, AND MEETINGS

Occasionally employees will be asked to attend seminars, conferences, and other job-related meetings that provide continuing education that would enhance their

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performance. On other occasions, an employee may request of their department the approval to attend a job-related seminar. The City requires prior approval for all attendance at any training/educational seminars, conferences, or workshops.

Employees will be entitled only to regular straight time pay (for 8 hours or 7 1/2 hours whichever is the normal work shift) while attending approved seminar, conference or workshop during the normal workday. If evening or weekend participation is required for training, such training may be paid as dictated by applicable law.

There may be specific departmental policies regarding this issue. Confer with your department head to learn of specific departmental rules.

3.04

TRAVEL AND EXPENSE REIMBURSEMENT

It is the intent of the City of Westfield to reimburse all reasonable out-of-pocket expenses incurred by employees during training, conference, and meeting activities approved by the City through the department head approval process.

Employees will use a purchasing card authorized by their supervisor if possible. If the vendor does not accept purchasing cards, the employee must pay for the expense and then complete an expense reimbursement form with 5 working days upon return for each activity. The reimbursement form must be submitted to the Department Head for an approval signature before forwarding to the Clerk-Treasurer for processing and payment. Cash advances for employees that are traveling to conventions, seminars or training, are available with a 10-day notice to the Clerk-Treasurer's office. Department Head approval is required and the/any unused funds must be returned to the Clerk Treasurer's office within 5 working days of return from said activity. Receipts of expense must be produced to validate reimbursement or payment of unused advances.

Purchasing card use will be administered by the Clerk Treasurer's Office. Purchasing card policies must be followed. No expenses will be paid without proper documentation. This is an effort to control fines and inappropriate expenses for auditing purposes. All expenses not handled through this process will be documented and approved through the claim process.

For further information or questions please contact the Clerk-Treasurer's office.

3.05

SEMINAR/MEETING/CONFERENCE REIMBURSEMENT

CONFERENCES, SEMINARS, OR MEETINGS ATTENDED WITHIN 50 MILES OF WESTFIELD

If the training/educational event is within 50 miles (one

way) of Westfield, it is expected that the employee will drive to and from the event the same day. On these occasions the noon meal will not be reimbursable; however, mileage reimbursement may be authorized. Special exceptions to this 50-mile rule can be approved by the Department Head and Chief of Staff based upon individual circumstances.

Department heads may approve group meals for employees attending city sponsored events that benefit and improve the quality of service of those employees.

CONFERENCES, SEMINARS, OR MEETINGS ATTENDED BEYOND 50 MILES OF WESTFIELD

For the training/educational event beyond 50 miles (one way) from Westfield, approval may be given for overnight stays. During these situations meal allowances will only be allowed for those meals that are not a part of the conference or training. If overnight status is authorized, meals will be reimbursed up to \$50 per day in state, \$60 out of state, inclusive of tip, with accompanying itemized receipts.

Mileage reimbursement for use of personal vehicles used to attend conferences or training sessions will be at the rate allowed for tax purposes by the Federal Government.

Exceptions to any of these reimbursement or travel rules shall be approved by the Department Head and Chief of Staff depending on unusual or extraordinary circumstances that may be present during the activity, conference, or meeting.

3.06

TUITION AND EDUCATIONAL ASSISTANCE

The City recognizes that the knowledge and skills of its employees are critical to the success of the organization. The tuition and educational assistance program encourages formal education courses, professional licensing, and certifications from reputable or accredited institutions, so employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable City jobs. While tuition and educational assistance is expected to enhance an employee's performance and professional abilities, the City cannot guarantee that participation in formal education courses, licenses, and certifications will entitle the employee to automatic advancement, a different job assignment, or pay increases.

ELIGIBILITY AND TERMS

The Department Head may consider for approval, on a case-by-case basis, requests for tuition and educational assistance for university courses, technical school classes, professional licensing, certifications, and preparatory courses that are directly work related or that will assist an employee in preparation for future

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responsibilities with the City. The employee is required to complete a Tuition and Educational Assistance Acknowledgement for courses, licenses, or certifications that at completion would total a minimum of \$3,000 or more. The acknowledgement must be approved by the Department Head prior to beginning any course, license, or certification. This acknowledgement can be found in the Human Resources Department and will be retained in the employee's personnel file.

The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The employee will use a Purchase Card (if vendor accepts) to pay for any approved course(s). Upon completion of the course the employee must provide their supervisor, Human Resources, and the Clerk's office with proof of earning a minimum grade of C. If a grade scale is not relevant to the course, license, or certification then the employee must provide their supervisor and Human Resources with proof of completion. If the employee fails to earn at least a grade of C or fails to complete the course, license, or certification for any reason, the employee will be responsible for repaying the City the cost of the course, license or certification.

Any employee who participates in the tuition and educational assistance program under this policy is expected to remain with the City as a full-time employee for a minimum of two (2) years after completion of any approved course, license, or certification. To the extent permitted by law, an employee who fails to do so, for any reason, shall be required to refund some or all of the money paid by the City for each course or certification, including CDL School, that totals a minimum of \$3,000. Similarly, if an employee's employment terminates for any reason before the employee completes an approved course, license, or certification for which the City paid, the employee shall be responsible for refunding the City some or all of the money it paid. The City may waive the repayment requirement if the employee is unable to work for health reasons or if the City terminates employment for reasons unrelated to performance.

An employee shall be obligated to repay the City all tuition and educational assistance payments provided by the City according to the above and according to the following schedule:

Years of employment after successful completion of course or certification:	Percentage of tuition and educational reimbursement to be repaid:
LESS THAN 1 YEAR	100%
1 YEAR, BUT LESS THAN 2 YEARS	50%
2 YEARS OR MORE	0%

3.07

PERFORMANCE APPRAISALS

It is the philosophy of the City that your job performance should be discussed with you at regular intervals to provide feedback to continually aid in work improvement. The City's performance appraisal process will review the work contribution of all regular status employees at least once each year.

Probationary employees will receive an appraisal after the completion of their prescribed probationary period. At that review the supervisor may release you from probation, continue the probationary status for a specified time, or terminate the employment relationship.

These appraisal discussions are centered on you, the quality of your work, and your working relationships. Such discussions enable you and your supervisor to talk about how you are progressing toward your personal, departmental, and City goals and assess your performance against your approved job description. Performance Appraisals are confidential discussions between the employee and their supervisor.

Formal written reviews normally will be accomplished annually with mid-year follow-up discussions as necessary to ensure that improvement plans are being accomplished as mutually planned by employees and their supervisors.

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4.00

PERSONNEL BENEFITS

Benefit Programs	Full-Time	Part-Time	Temporary	Seasonal	Interns
Matching FICA and Medicare	Yes	Yes	Yes	Yes	No
Health, Dental, Vision	Yes	No	No	No	No
Accident and Life Ins.	Yes	No	No	No	No
125 Plan	Yes	No	No	No	No
Regular Vacation	Yes**	No	No	No	No
Personal Hours	Yes**	No	No	No	No
Fixed Holiday	Yes	No	No	No	No
Floating Holidays	Yes**	No	No	No	No
Illness in the Family	Yes	No	No	No	No
Sick Leave	Yes**	No	No	No	No
Longevity	Yes***	No	No	No	No
Employee Assistance (EAP)	Yes	No	No	No	No
Retirement Programs					
PERF	Yes	No	No	No	No
457 Plan	Yes	Yes*	No	No	No
401(a) Plan	Yes	No	No	No	No

4.01 ELIGIBILITY

Eligibility for employee benefits is depicted on the preceding table depending upon the employment status.

*Part-time employees may participate in the 457 Plan but do not receive matching funds

**Based on Actual Hours Worked

*** Continue longevity for Police and Fire Department employees

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4.02

HEALTH, DENTAL, VISION, ACCIDENT, AND LIFE INSURANCE

City of Westfield sponsors and maintains various group health and welfare plans for the sole benefit of its eligible employees and their dependents, including coverage arrangements or insurance policies for the provision of medical, dental, vision, and life benefits. The City Council is responsible for establishing annual coverage parameters for each benefit plan, as well as the City's contribution toward the employee-only portion of premiums for the medical, dental, vision, and life benefits. These benefit plans are offered to all full-time employees of the City – defined as any employee who is regularly scheduled to work 30 or more hours a week and has successfully completed the mandatory period of employment. City Council members are offered the same medical, dental and vision benefits but are required to pay both the employee and employer portion of the cost of the coverage and may only elect these benefits during their term as Council members.

Employees who elect to participate in the medical, dental, or vision benefit plans may also elect additional coverage for a spouse, dependent(s) or the entire family at the employee's option and expense. A detail of the cost of this additional coverage is available from the City's Director of Human Resources. The City Council may establish annually the amount or percentage, if any, that the City will contribute toward this additional coverage for family members.

Access to services provided by the City of Westfield's Employee Healthcare Clinic (the "Clinic") is tied to participation in the City's medical plan. Accordingly, an individual's ability to access Clinic services will cease automatically upon termination of their medical plan coverage (this notwithstanding an election of continuation coverage under the medical plan).

The Employee Assistance Program is available at no cost to full-time employees and family members residing within the employee's household. Coverage is limited to five sessions per covered issue. Employees should consult with Human Resources Department for additional information.

EARLY RETIREE HEALTH PLAN COVERAGE:

General Eligibility Rule: Subject to meeting the terms of eligibility described below, a former employee whose retirement date (or disability date) occurs prior to attaining age 65 (an "Early Retiree") may elect to continue participation in the City of Westfield's group medical, dental, or vision benefit plans, which may include, if elected, coverage for the retiree's participating spouse and/or dependent(s) who remain eligible. Coverage is available for Early Retirees only under the

following conditions:

- The Early Retiree timely pays 100% of the monthly premiums.
- The Early Retiree properly submits an election of coverage to Human Resources within 30 days of their retirement date or disability date.
- The Early Retiree (i) prior to their retirement date, attained a combination of years of service with the City and age that equals at least 70 years, or (ii) is determined to be "disabled" for purposes of PERF disability.

Examples of age-plus-service eligibility: 50 years of age + 20 years of service, 60 years of age + 10 years of service, 55 years of age + 15 years of service, etc.

SPECIAL ELIGIBILITY RULE FOR SWORN FIREFIGHTERS:

Subject to the labor agreement in effect among the City of Westfield, the Westfield Fire Department, and the Westfield Professional Fire Fighters – International Association of Fire Fighters, Local 4416, sworn firefighters shall be eligible for Early Retiree coverage (i) when vested in the 1977 Police Officers and Firefighters Pension and Disability Fund (the "Fund") or (ii) are determined to be "disabled" by the Fund. Notwithstanding this special rule, sworn firefighters are subject to all other terms applicable to Early Retiree coverage.

OTHER INFORMATION APPLICABLE TO EARLY RETIREE COVERAGE:

- A separate eligibility determination is made for each benefit plan (medical, dental or vision) and level of coverage thereunder (retiree-only, retiree + spouse, retiree + dependent(s), or family coverage). If the Early Retiree does not take coverage(s) when first available to them, then they may not elect coverage(s) in the future. If the Early Retiree elects coverage(s) and then terminates coverage(s) at a later time due to accepting coverage(s) elsewhere, the Early Retiree cannot return to City of Westfield benefit plan(s).
- *Termination of Medical Coverage at Age 65:* The Early Retiree's coverage under the City's medical plan (if elected) will terminate effective as of the first of the month in which the retiree attains age 65. Notwithstanding this, the Early Retiree's participating spouse may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage automatically terminates effective as of the first of the month in which the spouse attains age 65. The Early Retiree's

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participating dependents may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage terminates effective as of the last day of the month in which the dependent attains age 26.

- The City's annual open enrollment does not apply to Early Retirees or their participating spouse and/or dependents. Early Retirees are not eligible for a special enrollment due to loss of other coverage. Similarly, Early Retirees who are not currently participating in City's medical, dental or vision benefit plans will not be eligible to enroll upon acquiring a new dependent. Early Retirees may, however, request to terminate coverage at any time in accordance with the general provisions of the particular benefit plan.
- If the City makes a significant change to the underlying coverage of a benefit plan or terminates a plan option in which the Early Retiree (and any participating spouse and/or dependent) is enrolled, the Early Retiree will be automatically enrolled by Human Resources in the most similar coverage option made available to current employees.

Nothing in the policies and procedures described in this manual may affect the City's right to change any term of any benefit plan provided by the City in any way at any time or to terminate any group health coverage (including Early Retiree coverage) described herein at any time. In the event of a conflict between the eligibility terms contained in this Section 4.02 and the underlying plan document, the plan document will govern. The City of Westfield retains authority to interpret the terms of eligibility contained in the benefit plan documents and this Section 4.02.

4.03

POST-EMPLOYMENT HEALTH PLAN

All Fire department employees, professional and civilian are included in Post-Employment Health Plan (PEHP) which is a tax-free investment plan to provide funding for individual healthcare after separation from one's employer. The city contributes 2% of the pension base to all employees at the Fire Department. It's calculated by figuring 2% of the pension base at the beginning of the year and dividing it in half, those halves are distributed.

4.04

EFFECTIVE DATE OF INSURANCE COVERAGE

Various benefit programs have different effective dates for new employees. Please contact the City's Human Resources Department to learn of the specifics of each benefit coverage.

4.05

INSURANCE PORTABILITY (COBRA)

Upon termination of employment from the City of Westfield and other specified "qualifying events", employees and their participating spouse and/or dependents may be eligible to continue their group health (health is defined by medical or dental or vision) coverage for a specified period of time at a premium rate somewhat higher than the group rate the City currently receives. This program is called COBRA. If COBRA is elected, former participants pay premiums directly to the COBRA administrator. Former participants need to complete an election form to secure this extended insurance coverage. The City's Human Resources Department has this information, and you will receive written notice of your COBRA rights and election options if you experience a loss of health insurance coverage due to a COBRA qualifying event.

4.06

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) has four major administrative requirements for private and government sponsored health plans: portability, nondiscrimination, fraud and abuse, and administration simplification.

The City of Westfield protects the privacy and confidentiality of protected health information (PHI) whenever it is used by City representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

PHI refers to individually identifiable health information received by the City's group health plan and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

Any questions or issues regarding PHI should be presented to the Director of Human Resources for resolution. Additionally, the Fire Department has designated an employee in charge of records related to ambulance services.

Annually or as necessary, the City performs enrollment, changes in enrollment and payroll deduction, provides assistance in claims problem resolution and explanation of benefits issues, and assists in coordination of benefits with other providers. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence and employees will not disclose PHI from these processes for employment-related actions, except

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as provided by administrative procedures.

- Disclosures that do not qualify as PHI – protected disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosure to worker's compensation providers and those authorized by the worker's compensation providers.
- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving worker's compensation and/or medical information received to verify ADA or FMLA status.

4.07

ELECTIVE ADDITIONAL INSURANCE

Additional insurance coverage is available from AFLAC and Symetra Life through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Department who will arrange for an appointment with the AFLAC agent. AFLAC, voluntary life and long-term disability are the only additional elective insurance that is available through payroll deduction.

4.08

125 PLAN

The City participates in a Section 125 Plan that allows for pre-tax deductions for medical insurance premiums that provide your family with medical coverage. Elective additional insurance can also be provided through pre-tax deduction by participating in this plan. There is no cost to the employee but annual election of this plan needs to be made. Annual employee discussions in November/December will provide you with this opportunity. The City's Director of Human Resources can explain the 125 Plan requirements and can activate your participation.

4.09

VACATION OVERVIEW

Because the City recognizes the importance of vacation time in providing the opportunity for rest, recreation and personal activities, the City grants annual paid vacation days to full-time regular employees as follows:

PROFESSIONAL POLICE AND FIRE PERSONNEL VACATION POLICY

Accrual of Vacation - During the initial partial calendar year of employment, full-time Professional Police and Fire Personnel with the following hire dates shall be eligible for the following number of vacation days to be used during their first full calendar year of employment beginning January 1st, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment.

Hire Date	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
JAN 1 - AUG 15	80	80	5
AUG 16 - SEPT 15	64	64	4
SEPT 16 - OCT 15	48	48	3
OCT 16 - NOV 15	32	32	2
NOV 16 - DEC 15	16	16	1
DEC 16 - DEC 31	8	8	0

For an example: John Doe is hired May 10th and is an 8-hour per day employee. He will accrue vacation in his first partial year of employment to be taken after January 1st of the following year. He would be eligible for 10 vacation days to be taken between January 1st and December 31st of his first full year of employment.

Following the initial partial and first full calendar years (see 2.11 for further explanation) of employment, full-time regular employees shall be eligible for the following number of annual vacation days, during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
2 nd through 3 rd	80	80	6
4 th through 7 th	120	120	9
8 th through 14 th	160	160	12
15 th through 21 st	200	200	15
22 nd and beyond	240	240	18

* Excludes the initial partial calendar year of employment and the first full calendar year. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of days of vacation to which they are entitled.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each vacation day that is taken. Vacation pay shall be paid at the non-

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exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover - Unused vacation days at the end of the calendar year in which they are available for use may not be carried over into the next calendar year, and no payments will be made in lieu of taking vacation.

Termination of Employment - Upon termination of an employee's employment for any reason (voluntary or involuntary), the City will pay out any earned and unused vacation time.

Vacation Scheduling Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements. Professional Police personnel may take vacation hours in one-hour increments.

ADMINISTRATION AND PUBLIC WORKS PERSONNEL VACATION POLICY

Accrual of Vacation - During the initial partial calendar year of employment, full-time regular employees with the following hire dates shall be eligible to earn the following number of vacation days to be used during their first full calendar year of employment, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment.

Hire Date	Days Vacation
JAN 1 - AUG 15	10
AUG 16 - SEPT 15	8
SEPT 16 - OCT 15	6
OCT 16 - NOV 15	4
NOV 16 - DEC 15	2
DEC 16 - DEC 31	1

Following the initial partial and the first full calendar years of employment, full-time regular employees shall be eligible to earn the following number of annual vacation days during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
2 ND through 3 RD	80	80	6
4 TH through 7 TH	120	120	9
8 TH through 14 TH	160	160	12
15 TH through 21 ST	200	200	15
22 ND and beyond	240	240	18

* Excludes the initial partial calendar and first full calendar year of employment. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of days of vacation to which they are entitled.

All vacation, including stipend and carryover days, may be taken in 1 hour increments.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each vacation day that is taken. Vacation pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover - An employee may carry over five days of earned and unused vacation at the end of each calendar year but the accumulation from year to year may not exceed 5 days, unless otherwise approved by the Chief of Staff or Mayor. If additional vacation carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused vacation days at the end of a calendar year will be lost and not paid out. In other words, no payments will be made in lieu of taking vacation, except, as described below, for payment of vacation days at the time of termination.

Termination of Employment - Upon termination of an employee's employment for any reason (voluntary or involuntary), the employee shall be entitled to vacation pay for any vacation time which is earned but unused at the time of termination. Payment for such vacation time shall be made by the City on or by the employee's next regular payday following termination.

Vacation Scheduling - Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements.

4.10

PERSONAL HOURS OVERVIEW

Each **full-time regular employee** shall be eligible for paid time off for personal hours as indicated in the following charts. Personal hours are intended to cover time off from work to allow the employee to resolve personal or family legal, medical, or other personal situations or problems that cannot be accomplished during the normal days off.

These hours need to be pre-approved by your supervisor.

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It is expected that these eligible hours will be taken in full-hour increments. You must receive your supervisor's approval, and approval will depend upon the needs of the City and availability of other personnel to perform the necessary work of your Department. There is no carryover of personal hours from year to year.

Unused Personal Hours are not paid upon termination of employment, or at the end of any calendar year.

4.11

PERSONAL HOURS - ADMINISTRATIVE AND PUBLIC WORKS PERSONNEL GENERAL GUIDELINES

ANNUAL PERSONAL HOURS ELIGIBILITY

(Employees are eligible for 3 equivalent days of personal hours)

7 ½ HOUR DAY EMPLOYEES

23 Hours per year

8 HOUR DAY EMPLOYEES

24 Hours per year

New employees hired before July 1st of each year will be eligible for ½ of the annual numbers depicted above to be used during the remainder of that calendar year. This eligibility occurs after the completion of the first 90 days of employment.

New employees hired July 1st or after of each year will not be eligible for any personal hours for the remainder of that calendar year.

The Personal Hours benefit becomes available for each eligible employee effective January 1st of each New Year, subject to completion of the first 90 days of employment.

4.12

PERSONAL HOURS - PROFESSIONAL POLICE AND FIRE PERSONNEL

FIRST YEAR & EVERY YEAR THEREAFTER HOURS ELIGIBLE

Personal Hours eligibility

During First Year of Employment after 90 days

Month of Employment	Police & Fire Hours Eligibility (8 & 12 Hour Personnel)	Fire Hours Eligibility (24 Hour Personnel)
JAN - APR	24	24
MAY - JUN	16	18
JUL - AUG	8	12
AFTER SEPT 1	None	None

After the first year of employment the Professional Police Officer is eligible for forty (40) personal hours beginning January 1st of each calendar year. After the first year of employment the 24 hour fire personnel are eligible for 24 hours of personal hours beginning January 1st of each

calendar year.

4.13

FIXED & FLOATING HOLIDAYS

A fixed holiday schedule will be approved by the Board of Public Works and Safety of Westfield each year and communicated to the employees once approved. These fixed holidays will be observed and paid for all full-time and probationary employees as further defined on the next page.

**Civilian Employees hired on or before June 30 will be eligible for one-half (1/2) the Floating Holidays in the year they are hired. Civilian employees hired July 1, or later will not be eligible for any Floating Holidays in the year hired.*

To be eligible to receive holiday pay, an employee must work the last scheduled workday before and the next scheduled work day after the holiday unless the Department Head has approved an absence as is provided in the benefits programs provided by the City, or as otherwise provided by law. In the case of family illness a doctor's excuse will be required since these events would be unscheduled.

1. Fixed and Floating Holidays during Training Probation

Employees are eligible for all fixed holidays (excluding Professional Police and 24- hour Fire Personnel) during their training probation. Employees are eligible for floating holidays after the completion of their training probation. Professional Police (8-hour and 12-hour) and 24-hour Fire Personnel are eligible to take floating holidays during their training probation period after 90 days of employment.

2. Fixed and Floating Holidays during Disciplinary Probation

Employees are eligible for all fixed and floating holidays, including vacation and sick time, during their disciplinary probationary period.

Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.

3. Professional Police Officer Fixed and Floating Holidays.

Because of different shift requirements, sworn professional police personnel will be eligible for eight (8) hours (not twelve [12] hours) each fixed and floating holiday approved by the Board of Public Works and Safety of Westfield (for example, if the Board of Public Works and Safety of Westfield approved 13 total holidays, then sworn professional police personnel will receive 104 hours). These hours may be used at

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2023
Holiday
Schedule

January 2
January 16
February 20
May 29
July 4
September 4
November 23
November 24
December 22
December 25
December 29
2 Floating
Holidays

JANUARY

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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Monday, January 2, 2023 New Year's Day (observed)

Monday, January 16, 2023 Martin Luther King Jr. Day

FEBRUARY

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Monday, February 20, 2023 Presidents' Day

MARCH

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APRIL

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MAY

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Monday, May 29, 2023 Memorial Day

JUNE

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JULY

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Tuesday, July 4, 2023 Independence Day

AUGUST

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SEPTEMBER

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Monday, September 4, 2023 Labor Day

OCTOBER

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NOVEMBER

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Thursday, November 23, 2023 Thanksgiving Day

Friday, November 24, 2023 Day After Thanksgiving

DECEMBER

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Friday, December 22, 2023 Christmas Eve (observed)

Monday, December 25, 2023 Christmas Day (observed)

Friday, December 29, 2023 New Year's Eve (observed)

the employee's choosing and may be used in one-hour increments. Civilian office personnel working Monday through Friday will observe the fixed holiday schedule as approved by the Board of Public Works and Safety of Westfield. During the first partial year of employment, sworn Professional Police officers are eligible for the remaining fixed holidays occurring after their employment date to be taken as floating holidays. These hours may be used after 90 days of employment, at the employee's choosing and may be used in one-hour increments.

Probationary Professional Police officers attending the Indiana Law Enforcement Academy Basic course will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Indiana Law Enforcement Academy basic course is in session during a fixed holiday, the probationary officer will bank fixed holiday hours. Any banked fixed holiday hours will be taken as floating holidays. These hours may be used at the employee's choosing and may be used in one-hour increments.

Professional Police officers assigned to a temporary or light-duty office assignment will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Professional Police officer has utilized all available holiday hours, other benefit time may be utilized, or the hours shall be taken as unpaid. At the conclusion of this temporary or light-duty assignment, non-office Professional Police officers will revert back to the floating holiday policy. Under no circumstances will an employee be permitted to take more holiday hours than approved by the Board of Public Works and Safety.

4. Professional Fire Personnel Fixed and Floating Holidays.

Because of different shift requirements, the professional fire and EMS personnel will be eligible for four (4) floating holidays approved by the Board of Public Works and Safety of Westfield except those days will be at the employee's choosing and must be taken in full day increments. During the first partial year of employment, these days will be pro-rated as follows:

Professional Fire Personnel Floating Holiday
During First Year of Employment after 90 days
(24 Hour Personnel)

Month	Floating Days
JAN - MAR	3
APR - JUN	2
JUL - SEPT	1
AFTER OCT 1	0

- If a regular or probationary full-time employee (non-public safety) works on a fixed holiday that is approved by the Board of Public Works and Safety of Westfield, the employee will receive pay at 1.5 times their regular rate of pay for the time worked in addition to the straight time pay for the holiday. There is no special holiday pay for professional fire and police personnel.

Floating Holidays are not paid upon termination from employment.

4.14 FLOATING HOLIDAYS

If floating holidays have been granted by the Board of Public Works and Safety of Westfield the following rules apply.

- The floating holiday needs to be planned in advance with your supervisor's approval as any normal "vacation" might be planned.
- Floating holidays are not eligible to be carried forward to the next year, and no pay will be provided for unused floating holiday at the end of a calendar year or upon termination of employment, for any reason.
- Floating holidays must be taken in no less than ½ day increments. This does not apply to Professional Police Personnel.
- Disciplinary probationary employees are eligible to schedule floating holidays.
- Training probationary employees are eligible to schedule floating holidays after the Training Probationary Period. Professional Police and Fire employees are eligible during their Training Probationary Period after 90 days of employment.
- New civilian employees hired before July 1st of each year will be eligible for ½ of the annual number of floating holidays to be used during the remainder of that calendar year. This eligibility occurs after the completion of the first 90 days of employment.
- New civilian employees hired July 1st or after of each year will not be eligible for any floating holidays during the remainder of that calendar year.

4.15 PERFECT ATTENDANCE DAY

Employees are awarded one (1) paid day off from work during the twelve-month period following a perfect attendance calendar year. Perfect Attendance is defined as having taken no Sick Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time, Flex Time, or other benefit time in place of Sick Leave, such employee remains eligible for perfect Attendance. This is not a paid

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benefit at the time of termination of employment, nor can it be carried over from year to year. A paid day is defined as the employee's normally scheduled work hours in one day (7.5, 8, 12, or 24 hour).

4.16

EMPLOYEE ASSISTANCE PROGRAM

City of Westfield has a confidential voluntary Employee Assistance Program (EAP) available to employees and anyone living within their household. It is the responsibility of the employee to seek assistance from EAP when needed. Five (5) sessions per issue will be provided free of charge. Please contact Human Resources for any further information regarding this program.

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5.00

COMPENSATION & PAYROLL

5.01

COMPENSATION PROGRAMS

It is the desire of the City of Westfield that its salary and benefit programs will attract and retain people well qualified to achieve high standards of performance in their work. We encourage new employees to build their careers with the City. In keeping with this desire, compensation and benefit programs are reviewed annually and work performance is reviewed to encourage continued growth in your personal contributions toward the goal of providing service to the citizens of our community.

Every job with the City is reviewed and given a salary range for a starting salary. Salary ranges are reviewed annually with other similar positions within other communities throughout the State of Indiana and changes are made when appropriate. This is accomplished annually with the City Council approving a salary ordinance. Salary increases are approved by the City Council and generally are administered annually in January of each year.

In addition to the compensation and benefits programs, the City of Westfield pays longevity for police and fire department employees pursuant to the current year's salary ordinance. Longevity is paid on a per pay basis beginning January of each year and is calculated based on the Employment Anniversary Date, Policy 2.11.

Employees become eligible for longevity pay after the first full calendar year of employment. Based upon years of service, years 1-10 is \$200 per year and years 11-25 is \$250 per year. For example, an employee hired on February 1, 2010, first becomes eligible for longevity pay on January 1, 2012. Similarly, an employee hired December 15, 2010, also first becomes eligible for longevity pay on January 1, 2012.

5.02

PAY PERIODS & NOTICE OF DEPOSIT DELIVERY

Pay periods will be for a period of two weeks. The Clerk-Treasurer's office issues an annual schedule of pay dates.

Any error in your pay should be reported immediately to the Clerk-Treasurer so it can be corrected. Any request for payroll adjustment must be submitted in writing to the Clerk-Treasurer. Should an employee wish to designate a family member or other person to have access to their payroll information, such designation must be in writing to the Clerk-Treasurer.

5.03

ATTENDANCE CARDS / FORMS / TIME KEEPING SYSTEM

You are responsible for reporting your own time and it should be submitted to your supervisor at the end of the two-week period. The supervisor will approve and

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forward to the Clerk- Treasurer's office for processing.

Employees are covered by the Fair Labor Standards Act, and are responsible for submitting hours worked each pay period into the payroll system of the City's choosing. Your pay is computed from this information.

To ensure maximum accuracy this should be completed daily. Your approval in the system and the approval of your supervisor certify the accuracy of all time information.

5.04

FAIR LABOR STANDARDS ACT

The Fair Labor Standards Act is a federal law that, in part, establishes minimum wage and overtime pay requirements for certain categories of work. Individuals who are not exempted from these requirements are referred to as "non-exempt" employees. Employees who are exempted from (not covered by) these requirements are classified as "exempt" employees. Your status is explained at the time of your employment.

5.05

OVERTIME PAY / COMPENSATORY TIME

It shall be the policy of the City Council to comply with all state and federal laws and regulations regarding compensation of minimum wage and overtime for all employees covered by the provisions of the Fair Labor Standards Act effective April 1986 and as amended.

For some employees, time worked in excess of the regular shift may be compensated with compensatory time off. Compensatory time off rather than paid overtime may be granted on a case- by-case basis at the discretion of an employee's immediate supervisor. It is recognized that the individual Department Heads must work within the specific workplace needs of their departments, and must have the ultimate decision making responsibility in offering the compensatory time option.

GENERAL GUIDELINES

1. Overtime and compensatory time off shall be earned at the rate of 1.5 hours for each hour worked in excess of the established work period described below.
2. Time worked required for continuation of any given assignment beyond the normal workday shall be accumulated to the nearest quarter hour of service performed.
3. All overtime and compensatory time must be pre-authorized by the applicable Department Head. Employees who work unauthorized time without approval may be subject to disciplinary action.
4. Holidays (fixed and floating), Personal Days, Vacation, industrial injury accidents, and absence

for jury and witness duty are considered time worked in fulfilling the requirements for overtime or compensation time eligibility. Sick leave is not included for calculating overtime or compensation time except for 24 hour fire personnel.

PUBLIC WORKS DEPARTMENT PERSONNEL

For those personnel regularly scheduled for 40 hours per week:

Hourly employees regularly scheduled to work 40 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday.

Overtime pay calculation is based upon your regular hourly rate times 1.5.

ADMINISTRATIVE OFFICE PERSONNEL

For those personnel regularly scheduled for 37.5 hours per week:

Hourly employees regularly scheduled to work 37.5 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday. This would mean that the first 2.5 hours worked beyond the standard 37.5 hour work week would be at straight time for these employees.

Overtime pay calculation is based upon your regular hourly rate for the workweek times 1.5

PUBLIC SAFETY PERSONNEL (POLICE AND FIRE)

For public safety personnel (fire and police), please discuss the rules associated with overtime with your department head.

For 24-hour fire personnel, overtime is paid during the 28-day pay period when work exceeds 212 hours.

For professional police, overtime is paid during the 14-day pay period when work exceeds 85½ hours.

5.06

NON-EXEMPT EMPLOYEES: COMPENSATORY TIME OFF

(A) DEFINITIONS

1. Civilian Employee shall refer to all City of Westfield employees not employed as Professional Police Employees or Professional Fire Employees.
2. Professional Police Employee shall refer to professional police personnel.
3. Professional Fire Employee shall refer to professional fire personnel.

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Author: Bradie Louks Date: 11/8/2023 8:36:18 AM

Add new line for "FLSA Protections to Pump at Work (PUMP Act)". New line can be 5.04 (B) in the policy manual. Verbiage was sent via email to be added.



Author: Communications Department Subject: Sticky Note Date: 11/8/2023 1:19:57 PM

5.04 (B) FLSA Protections to Pump at Work (PUMP Act)

The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at work, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. City of Westfield will abide by this requirement set forth by the Fair Labor Standards Act (FLSA). Contact Human Resources with any questions or requests concerning the PUMP Act.



(B) NON-EXEMPT CIVILIAN EMPLOYEES: STANDARD WORKWEEK AND OVERTIME

1. The standard workweek for full-time Non-Exempt Civilian Employees is either 37½ or 40 hours.
2. Any hours worked in excess of the Non-Exempt Civilian Employee's regularly scheduled hours per workweek must have the prior approval of the employee's department head or the department head's designee. Any hours worked by a Non-Exempt Civilian Employee in excess of their regularly scheduled hours for the workweek must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Civilian Employees are required to report all hours worked on a personal time sheet that is signed by the employee's department head or the department head's designee. Failure to accurately report hours worked shall result in employee discipline.
4. Non-Exempt Civilian Employees shall be entitled to compensation at their regular hourly rate for each hour (of portion of an hour) worked in excess of 37½, but less than or equal to 40 hours in any workweek.
5. If Non-Exempt Civilian Employees are required to perform work for more than 40 hours in a workweek, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (C) for any hour (or portion of an hour) worked in excess of 40.
4. Where a Non-Exempt Civilian Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Civilian Employee's compensatory time off balance is reduced below 40 hours, unless otherwise approved by the department head.
5. Where a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 40 in a workweek until such accrued balance is reduced below 40 hours, unless otherwise approved by the department head.
6. Non-Exempt Civilian Employees must submit requests to use earned compensatory time off to their department head. Department heads shall allow Non-Exempt Civilian Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the department head's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
7. Under no circumstances may a Non-Exempt Civilian Employee take compensatory time off until the employee has earned compensatory time off.
8. Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(C) NON-EXEMPT CIVILIAN EMPLOYEES: COMPENSATORY TIME OFF

1. As used within this subsection (C), "department head" shall refer to the department head for the applicable Non-Exempt Civilian Employee or the department head's designee.
2. When a Non-Exempt Civilian Employee works more than 40 hours in a workweek, the department head, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the department head must have an understanding with the Non-Exempt Civilian Employee that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Civilian Employee's performance of the overtime work.
3. Where compensatory time off is substituted for overtime pay, the Non-Exempt Civilian Employee shall be entitled to compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 40 in a workweek.

(D) NON-EXEMPT PROFESSIONAL POLICE EMPLOYEES: STANDARD WORK PERIOD AND OVERTIME

1. The standard work period for full-time Non-Exempt Professional Police Employees is 14 days.
2. Any hours worked in excess of 85½ hours per work period must have the prior approval of the Police Chief, or the Police Chief's designee. Any hours worked by a Non-Exempt Professional Police Employee in excess of 85½ must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Professional Police Employees are required to report all hours worked on a personal time sheet that is signed by the Police Chief or

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the Police Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.

4. If Non-Exempt Professional Police Employees are required to perform work for more than 85½ hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (E) for any hour (or portion of an hour) worked in excess of 85½.

(E) NON-EXEMPT PROFESSIONAL POLICE EMPLOYEES: COMPENSATORY TIME OFF

1. As used within this subsection (E), "Police Chief" shall refer to the Police Chief for the City or the Police Chief's designee.
2. When a Non-Exempt Professional Police Employee works more than 85½ hours in a given work period, the Police Chief, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the Police Chief must have an understanding with the Non-Exempt Professional Police Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Police Employee's performance of the overtime work.
3. Where compensatory time off is substituted for overtime pay, the Non-Exempt Professional Police Employee shall be entitled to compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 85½ in a work period.
4. When a Non-Exempt Professional Police Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Police Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Police Employee's compensatory time off balance is reduced below 40 hours.
5. When a Non-Exempt Professional Police Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 85½ in a work period until such accrued balance is reduced below 40 hours.
6. Non-Exempt Professional Police Employees must submit requests to use earned compensatory time off to the Police Chief or their designee. The Police Chief or designee shall allow Non-Exempt Professional Police Employees to use accrued compensatory

time off within a reasonable period of time after the employee has made such a request, subject to the Police Chief's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.

7. Under no circumstances may a Non-Exempt Professional Police Employee take compensatory time off until the employee has earned compensatory time off.
8. Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(F) NON-EXEMPT PROFESSIONAL FIRE EMPLOYEES: STANDARD WORK PERIOD AND OVERTIME

1. The standard work period for full-time Non-Exempt Professional Fire Employees is 28 days.
2. Any hours worked in excess of 212 hours per work period must have the prior approval of the Fire Chief, or the Fire Chief's designee. Any hours worked by a Non-Exempt Professional Fire Employee in excess of 212 must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Professional Fire Employees are required to report all hours worked on a personal time sheet that is signed by the Fire Chief or the Fire Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.
4. If Non-Exempt Professional Fire Employees are required to perform work for more than 212 hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (G) for any hour (or portion of an hour) worked in excess of 212.

(G) NON-EXEMPT PROFESSIONAL FIRE EMPLOYEES: COMPENSATORY TIME OFF

1. As used within this subsection (G), "Fire Chief" shall refer to the Fire Chief for the City or the Fire Chief's designee.
2. When a Non-Exempt Professional Fire Employee works more than 212 hours in a given work period, the Fire Chief, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay,

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however, the Fire Chief must have an understanding with the Non-Exempt Professional Fire Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Fire Employee's performance of the overtime work.

3. When compensatory time off is substituted for overtime pay, the Non-Exempt Professional Fire Employee shall be entitled to earn compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 212 in a work period.
4. When a Non-Exempt Professional Fire Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Fire Employee's compensatory time off balance is reduced below 40 hours.
5. When a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee must be paid overtime for any hours worked in excess of 212 in a work period.
6. Non-Exempt Professional Fire Employees must submit requests to use earned compensatory time off to the Fire Chief. The Fire Chief shall allow Non-Exempt Fire Department Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the Fire Chief's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
7. Under no circumstances may a Non-Exempt Professional Fire Employee take compensatory time off until the employee has earned compensatory time off.
8. Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

5.07

EXEMPT EMPLOYEES: FLEX TIME OFF**(A) EXEMPT EMPLOYEES: STANDARD WORKWEEK**

1. Exempt Employees are required to work the numbers of hours necessary to complete their assigned tasks in any given workweek.
2. Exempt Employees are not entitled to overtime pay.
3. Exempt Employees, however, shall be entitled to earn "Flex Time Off" as set forth in subsection (B).

(B) EXEMPT EMPLOYEES: FLEX TIME OFF

1. As used within this subsection (B), "department head" shall refer to the applicable department head for the department in which the Exempt Employee is employed. In the case of the Chief of Staff and/or Deputy Mayor, "department head" shall mean the President of the City Council and/or Mayor.
2. When an Exempt Employee works more than 40 hours in a given workweek, the department head, at their discretion, may grant the Exempt Employee flex time off.
3. When flex time off is granted, the Exempt Employee shall earn flex time off at the rate of 1 hour of flex time off for each hour worked in excess of 40 in a workweek. An Exempt Employee must account for 8 hours per day and working more or less should be accounted for by earning or taking flex time or other benefit days.
4. When an Exempt Employee earns flex time off, the employee shall be allowed to accrue a flex time off balance up to 40 hours. Once an Exempt Employee has accrued a balance of 40 hours of flex time off, the employee shall not accrue any additional flex time off until the Exempt Employee's flex time off balance is reduced below 40 hours.
5. Exempt Employees must submit requests to use accrued flex time off to their department heads. The department heads shall allow Exempt Employees to use accrued flex time off within a reasonable period of time after the employee has made such a request, subject to the department head's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
6. Under no circumstances shall an Exempt Employee be permitted to take flex time off until the employee has earned flex time off.
7. Accrued flex time off hours will be carried forward from calendar year to calendar year.
8. No payments shall be made for accrued flex time off, and no payment shall be made in lieu of taking accrued flex time off. Under no circumstances will accrued but unused flex time off be paid out upon separation from employment.

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5.08

EMERGENCY CALL-IN PAY

Regular employees who are paid on an hourly basis (non-exempt) may qualify for emergency call-in pay under certain circumstances. If you are notified away from work that "emergency" call-in work is necessary, you will receive overtime pay for whatever amount of work time is involved with a minimum of three hours at the overtime rate, even though the job may be completed in less time. For such an emergency call-in, time spent in travel to and/or from work will be considered time worked.

For the Police and Fire Department, off-duty manpower called in for emergencies will also be paid overtime for whatever amount of work-time is involved, including travel time, with a minimum of 3 hours paid at the overtime rate, even though such work may be completed in less time.

Non-exempt professional police employees required to attend a work-related court hearing outside of their scheduled weekly work hours will be paid overtime for whatever amount of work time is involved, with a minimum of three hours paid at the overtime rate, even though such work may be completed in less time.

For the Public Works and Informatics Departments, this policy is superseded by the On-Call Policy implemented within the department.

5.09

WORKER'S COMPENSATION INSURANCE

If an employee is injured on the job as a result of an accident or if an employee develops an occupational disease, the City provides, through worker's compensation insurance, payment of weekly income in accordance with worker's compensation and occupational disease laws. Outside employment is prohibited while an employee is off work due to a work place illness or injury covered by Worker's Compensation Insurance.

The employee has the responsibility of reporting any accident or injury, which occurs while working, to their immediate supervisor. Failure to report an injury while on duty, that day, or at the end of that shift may result in a denial of benefits and/or disciplinary action.

Management will work with the City's Human Resources Department to complete the required documents to comply with the law and meet submission deadlines.

It is critical that worker's compensation reports be completed on time.

5.10

PAYROLL DEDUCTIONS

Several deductions are made from your pay including federal income tax, state income tax, social security tax,

Medicare tax, and county income tax. An employee, by written request to the Human Resources Department, may have a portion of their wages or salary withheld for additional approved purposes, such as:

- Purchase of group health, dental and vision coverage(s)
- Purchase of supplemental insurance coverage(s)
- One America investment program
- Fire Personnel PERF retirement plan
- Union Dues

SOCIAL SECURITY TAX - MEDICARE TAX

You pay for one-half of your social security and Medicare tax commonly known as FICA. The City of Westfield pays the other half for you. The social security tax and Medicare tax you pay is withheld from your paycheck. This tax is a percentage of salary (up to a certain annual maximum earnings figure; and the percentage applied to your salary is also subject to change). There are four kinds of government benefits covered by this tax; disability benefits, retirement benefits, Medicare, and survivor benefits.

5.11

GARNISHMENTS

We expect that each employee will be responsible for their own financial obligations; however, there are times the City will be required by law to withhold funds from your paycheck because of a court order. By law we reserve the right to charge the maximum administrative fee to the employee for each transaction.

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6.00

UNEMPLOYMENT COMPENSATION

6.01

ELIGIBILITY AND DESCRIPTION

Eligible City employees are covered by the unemployment compensation program administered by the Indiana Department of Workforce Development (IDWD). Generally, this compensation is available to those who are terminated from City employment through no fault of their own (layoffs or manpower cut-backs) and are actively seeking employment elsewhere. Eligibility is determined by the IDWD on a case-by-case basis. An application must be made by the worker before benefits can be considered by the IDWD.

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7.00

LEAVES OF ABSENCE

7.01

MEDICAL LEAVE (SICK LEAVE)

Sick leave (provided after completion of 90 days of employment) is defined as absence from work with pay by any full-time regular employee as a result of any physical injury or illness, psychological condition or disability that incapacitates the employee to a degree that performance of the employee's job assignment is impaired. Outside employment is prohibited for any medical leave of absence. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. Finally, sick leave may be utilized when an employee is unable to work because the employee is quarantined. However, sick leave shall not be considered a benefit of employment with the City and upon separation from employment for any reason, voluntary or involuntary; the City shall not pay such employee for any unused and/or accumulated sick leave. Pay for sick time will be based upon your normally scheduled workday (7 ½, 8, 12, or 24 hours) and can be taken in half-hour increments.

Employees (other than firefighters) will be permitted to substitute available paid time (e.g. vacation, compensatory time, personal time, or floating holidays) for sick days.

COVID-19

Employees should be alert for symptoms, watch for fever, cough, shortness of breath, or other symptoms of COVID-19. If an employee believes they may have symptoms or has tested positive for COVID-19, that individual must immediately notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation. Also, if an employee has been exposed to COVID-19 and is required to quarantine per CDC guidance, that individual must notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation.

COVID-19 vaccines and boosters are not mandatory for employees, but are highly encouraged. Studies show that COVID-19 vaccines and boosters are effective at lessening COVID-19 symptoms.

Any COVID-19 related questions should be directed to Human Resources.

EMPLOYEES ON FULL-TIME PROBATIONARY TRAINING EMPLOYMENT STATUS

Paid absence because of injury or illness (not related to work) during the first 90 days of all probationary training employment periods is not covered and time off from work would be without pay.

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SICK PAY DURING PROBATION

Department	Probation Months	Eligibility for Sick Hours During First 90 Days of Employment	After 90 Days of Employment
Fire Admin	6	0	8 Hours for
Police Admin	6	0	each remaining
Police Utility	12	0	full month
Admin	6	0	left in the year
24-Hour Fire	12	0	8 Hours for each remaining full month left in the year

REGULAR FULL-TIME EMPLOYEES

If a regular full-time employee is absent because of illness or injury, they will, with Department Head approval, receive full pay as follows.

Beginning each January 1, all regular full-time employees will be eligible to receive ninety- six (96) paid Sick Hours (or pro-rated hours based on hours worked if any employee works 30 to 37 hours) to be used during the calendar year.

CARRY OVER SICK HOURS

Unused Sick Hours for 7-1/2, 8 and 12-hour shift personnel as of December 31 of each year may be accumulated to a maximum of 320 hours and carried forward to be used in the next calendar year. 8 and 7-1/2-hour shift personnel accumulate no more than 320 Sick Hours in one year including the New Year's sick pay eligibility.

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

OTHER SICK LEAVE ADMINISTRATIVE ISSUES

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, they must contact their immediate supervisor of their

absence prior to time they is to begin the workday.

When on sick leave, employees must be at home, at a medical facility, or be able to explain their whereabouts when requested. Failure to provide formal documentation as to one of the three requirements will result in severe disciplinary action that may include termination. No employee on sick leave will be permitted to perform any off-duty employment.

A minor illness or injury to an employee may cause a temporary sick leave of up to three (3) days to be granted by the supervisor. No certified medical form is required, but the City of Westfield reserves the right to obtain such a document at any time. Employees off due to illness four (4) days or longer will require medical documentation supporting the need for the absence. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation to support the need for the absences. In addition, the City of Westfield may request further medical review of the employee by a City-designated physician at the City's expense.

All illnesses or injuries requiring medical documentation will require a fitness evaluation and medical documentation release for duty prior to coming back to work. In order to be paid for sick leave, an employee must be sick as defined above (any physical injury or illness, psychological condition or disability that incapacitates the employee to a degree that performance of the employee's job assignment is impaired). Therefore, in some circumstances a physician's opinion may be required in order to draw a sick leave benefit.

ABSENTEEISM AND ABUSE OF SICK LEAVE

The following shall be grounds for discipline up to and including termination:

- Use of sick leave for reasons other than illness or injury, except as expressly permitted in this manual.
- Pattern of sick leave abuse. This includes recurring use of sick hours on Fridays or Monday, before or after holidays, or before or after scheduled time off such as vacations, birthdays, personal days, or compensatory days off. This also includes repeated use of sick leave hours at times which the employee reasonably should know to be important to the department because of workload, deadlines, or other causes rendering absences particularly troublesome to the department. Any combination of the above may constitute a pattern of abuse of sick leave and will be dealt with severely through normal disciplinary measures provided for in this manual.

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SICK HOUR BANK

In an effort to create an opportunity for a benefit to those employees who may have a major medical issue, the City of Westfield has created a Sick Hour Bank. The Sick Hour Bank shall be administered as follows:

ELIGIBILITY:

To be eligible to enroll in the Sick Hour Bank the employee first must have available the maximum allowable number of hours that may be accumulated pursuant to Section 7.01 "Carry over Sick Hours" of this policy and procedure manual.

ENROLLMENT:

1. Employees may elect to participate in the Sick Hour Bank by completing an Enrollment Form and contributing the required number of accumulated Sick Hours to the Sick Hour Bank during the City's Sick Hour Bank open enrollment period.
2. The open Enrollment Period shall begin on December 1st and close on December 31st.
3. To enroll in the Sick Hour Bank the employee must donate ninety-six (96) of their accumulated Sick Hours to the bank.
4. Any employee who fails to complete the Enrollment Form by December 31st and/or contribute the required number of accumulated sick hours during the open enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

CONTINUED PARTICIPATION IN THE SICK BANK:

1. To remain actively enrolled in the Sick Hour Bank, the employee must donate forty-eight (48) Sick Hours during the enrollment period each subsequent year to remain qualified to submit claims against the Sick Hour Bank the following calendar year.
2. Any employee who fails contribute the required number of accumulated Sick Hours during the Open Enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

ADMINISTRATION:

1. An employee must be a member of the Sick Hour Bank for at least sixty (60) days prior to applying for benefits from the Sick Hour Bank.
2. The maximum benefit that any individual employee may claim against the Sick Hour Bank in a given calendar year is the lesser of one thousand four hundred and forty (1,440) hours or the balance of

Sick Hours contributed by all City employees that remain in the Sick Hour Bank.

3. Any employee petitioning to utilize the Sick Hour Bank must have utilized all of their paid time off benefits (Sick Hours, Personal Hours, Vacation Days, etc.) before being able to utilize the Sick Hour Bank.
4. Any employee who desires to make a claim against the Sick Hour Bank must submit their request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. Claims against the Sick Hour Bank may only be made for the employee's own major medical issue. The Sick Hour Bank does not cover extended leave to care for a family member with a major medical issue.
6. An employee may not make a claim against the Sick Hour Bank during any time period during which they are receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief of Staff and/or City Council.
8. Any employee who makes an approved claim against the Sick Hour Bank in a given calendar year will be relieved of the forty-eight (48) sick hour donation requirement for that year.
9. Any Sick Hours donated to the Sick Bank are non-redeemable except for a qualified claim. Hours contributed to the Sick Hour Bank will not be paid out upon termination.

7.02**NATIONAL GUARD, RESERVE DUTY AND TASK FORCE LEAVE**

The City of Westfield recognizes the importance of military service to our country and our state. The City will fully comply with all provisions set forth in federal and state law governing military leave. Pursuant to these laws, regular full-time and part-time employees are eligible for unpaid military leave as set forth below. Such leave and the re-employment rights of an employee upon return from such leave shall be determined in accordance with applicable federal and state law and regulations.

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or vacation leave, for the time when the employee is: (1) on training duties of the state under the order of the governor as commander in chief; or (2)

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a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An employee may be required to present copies of military orders or other notification papers to their supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to receive an [unpaid] leave of absence for the time when the employee is on state active duty under I.C. 10-16-7-7 or other active duty described in I.C. 10-16-7-23 (referred hereafter as "active duty"). (I.C. 10-16-7-5(c)).

Furthermore, the City will continue to pay both sides of the '77 or Civilian PERF for the employee and will continue to give credit for longevity. The City will cover the expense for medical, dental, vision for the employee's dependents if the dependents were enrolled at the time of deployment. No contributions will be made to any 457 or 401a supplemental retirement plans during deployment.

Nothing contained in this Section 7.020 shall be implemented in violation of the Fair Labor Standards Act or other applicable law. Where a conflict exists, applicable law shall apply instead of this policy.

During a Task Force Leave, Non-Exempt and Exempt employees will receive pay for each hour worked and from portal to portal. Hours worked greater than forty (40) hours in the applicable payroll week, provided that the employee was required to work the additional hours during and as a result of a declared Task Force Leave will be paid at the employee's overtime rate.

7.03 FAMILY MILITARY LEAVE

In compliance with the Indiana Military Family Leave Act (Indiana Code 22-2-13), the City will allow employees 10 days of unpaid leave when a family member is called to active duty in the United States Armed Forces, the Indiana Army National Guard, or the Indiana Air National Guard. The family member must be scheduled for at least 89 days of active military duty in order for the employee to qualify for family military leave. With the City's prior approval, an employee may use their earned, unused paid time off, including vacation or personal time, floating holidays, comp time, and flex time, for all or a portion of their family military leave. If you believe that you may qualify for family military leave or have questions about taking a family military leave, please contact the Director of Human Resources.

7.04 BEREAVEMENT LEAVE

A paid bereavement leave is authorized per death in the family as specifically described below:

This benefit applies to the death of an employee's spouse, child, step-child, mother, father, step-father, step-mother, step-brother, step-sister, step-grandchild (only when any step-relationship is within current marriage), mother-in-law, father-in-law, grandparents (employee's and spouse's), grandchildren, brother, sister, sister-in-law, brother-in-law, half-brother, half-sister, son-in-law, daughter-in-law, aunt, uncle, or spouse of any of these listed and a person living in the same household with the employee.

Those employees assigned to 7.5 or 8-hour shifts may be granted three (3) days of Bereavement Leave. Those assigned to 12-hour shifts may be granted two (2) days of Bereavement Leave. Those assigned to 24-hour shifts may be granted one (1) day of Bereavement Leave (i.e., one 24-hour period). This benefit is for full-time employees only.

In special circumstances, usually because of travel distances, an extension of absence with pay may be granted on a case-by-case basis and approved by the Department Head and Chief of Staff.

Any other absence in connection with funerals of other relatives or friends may be excused without pay if personal hours are not available. This decision to allow this absence is at the discretion of the Department Heads.

For purposes of this provision a day equals the number of hours the employee would regularly have been scheduled to work on the day taken off.

7.05 ILLNESS IN THE FAMILY LEAVE

If serious illness, as defined by the FMLA Act of 1993 (see Section 7.09) occurs in your immediate family (mother, father, wife, husband, child, within current marriage stepchild) and your presence is required, pay may be received for a brief absence if approved by your Department Head. A maximum of 3 days for 8 and 7 1/2-hour shift personnel; 2 days for 12-hour shift personnel; and 1 day for 24-hour shift personnel may be granted for each occurrence. No employee shall be able to utilize more than two occurrences within a calendar year. The amount of paid time off depends greatly upon individual circumstances and should be reviewed with and approved by your Department Head upon receipt of a doctor's notification of the situation. This benefit is available for full-time employees only. Outside employment is prohibited during this leave and time is to be taken in full-day increments.

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7.06**CIVIC LEAVE**

(Jury Duty, Witness Duty)

Any employee who is summoned to serve on a petit or grand jury or to appear as a witness for the Federal, State or City Government shall immediately inform their Department Head or immediate supervisor. This employee shall be excused from work for the days on which they serve.

An employee's pay during this service period may be reduced by the amount received from the Court. The employee will present proof of service (subpoena) and of the amount of payment received thereof from the clerk of the court or coroner. Payment by the court to the employee for traveling expenses may be retained by the employee.

If an employee is released from jury duty by the court any time prior to noon, they shall report to work as soon as possible but at least within (2) hours of being released by the court.

Part-time employees will not receive compensation for their time away from work for civic leave but will be given excused time off.

7.07**OTHER LEAVES**

Full-time employees may also receive leaves of absence for other purposes subject to the approval of the Chief of Staff or Mayor. These leaves may be paid or unpaid and will be considered on a case-by-case basis.

7.08**MATERNITY LEAVE**

An employee who is unable to work because of pregnancy, child delivery, or other pregnancy-related causes, shall be treated for purposes of medical leave, vacation leave, leaves of absence, and other benefits, as any other employee with a medical condition. No maternity leave shall be for a period longer than 90 calendar days including the use of earned sick leave and vacation time available.

The City of Westfield will make every reasonable effort to provide employees who are nursing mothers a private place to express breast milk, as well as an appropriate place to store the expressed milk and shall:

1. Provide reasonable paid break time to an employee who needs to express breast milk for their infant child. The break time must, if possible, run concurrently with any break time already provided to the employee;
2. Make reasonable efforts to provide a private space, other than a toilet stall, in close proximity to the work area, for nursing mothers to express milk; and

3. Make reasonable efforts to provide a refrigerator or other cold storage space for expressed breast milk or allow the employee to provide their own portable cold storage device for keeping milk that has been expressed until the end of the employee's work day.

It is the responsibility of the employee to request from Human Resources or their direct supervision a workplace accommodation.

7.09**FAMILY AND MEDICAL LEAVE ACT OF 1993**

The City of Westfield complies with all applicable federal and state laws, including the Family and Medical Leave Act (FMLA) of 1993, as amended. Under the FMLA, eligible employees are entitled to certain rights and have certain obligations, with respect to unpaid leave for certain family and medical reasons.

An eligible employee under FMLA is an employee who has been employed by the City of Westfield for at least 12 months and who has worked at least 1,250 hours within the last 12 months. All public sector employees who meet the above requirements are deemed an eligible employee.

An eligible employee may take FMLA leave for up to 12 weeks per leave year, calculated on a rolling 12 month period measured backward from the date any leave is used, for any of the following four reasons:

1. To care for a newborn child or a child newly placed in the employee's custody through adoption or foster care, for a period of up to one year after such birth or placement. Also includes "in Loco Parentis", an individual who has day-to-day responsibility to care for and financially support a child who is under eighteen (18) years of age or who is older than eighteen (18) years of age and incapable of self-care because of a physical or mental disability;
2. To care for the employee's spouse, child, or parent who has a serious health condition;
3. Because of the employee's own serious health condition, if that condition renders the employee unable to perform their job functions; or
4. Due to any non-medical 'qualifying exigency' arising out of the active duty status (or notice of an impending call or order to activity duty) of your spouse, son, daughter or parent in the Armed Forces in support of a contingency operation ("qualifying exigency military leave").

If you are the spouse, son, daughter, parent, or next of kin of a "covered service member", then you may be entitled to take up to 26 workweeks of service member family leave in a 12-month period to care for the service member. This 26-workweek leave entitlement shall be

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reduced by any leave taken during the 12-month period for one of the reasons enumerated above. For example, if you took 8 weeks of leave due to your own serious health condition, you would be entitled to up to 18 weeks of service member family leave.

The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term also includes veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness that occurred during the five years preceding the date of treatment.

The term "serious injury or illness" means "an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating."

Spouses employed by the City are jointly entitled to a combined total of up to 26 workweeks of service member family leave.

A serious health condition is defined as any injury, illness, impairment, or physical or mental condition that requires either in-patient care in a medical facility (i.e. overnight hospitalization) or continuing treatment by a health-care provider. Continuing treatment is defined as:

- a. a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition with the requisite instances of subsequent treatment;
- b. any period of incapacity due to pregnancy or for prenatal care;
- c. any period of incapacity due to a chronic serious health condition;
- d. any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- e. any period of absence to receive multiple treatments for certain conditions (e.g. chemotherapy, dialysis); or
- f. other qualifying absences attributable to incapacity. Common colds, flu, earaches, etc. are not considered serious health conditions.

Routine physical, eye or dental examinations are not considered within the scope of continuing treatment and voluntary cosmetic treatments are not generally considered serious health conditions unless inpatient care is required.

An eligible employee generally must give the Department Head at least 30 days notice of their intent to take leave under FMLA. If the employee is unable to give such notice, then the employee must notify the Department Head as quickly as possible. The Department Head will forward the notification immediately to Human Resources for processing and filing. If a notification cannot be obtained from the employee, the Department Head must give notice to Human Resources that an employee is off and Human Resources will determine if the leave applies. When requesting qualifying exigency medical leave or service member family leave, you must provide the City with as much notice as is reasonable and practicable.

In cases of leave to be taken to care for a seriously ill family member or due to an employee's own serious health condition, the employee must provide the Department Head and the Human Resources Department with certification signed by the health care provider including the following information:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. Medical facts supporting the need for leave;
4. If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the job as well as the nature of any other work restrictions, and the likely duration of such inability;
5. If applicable, a statement that the employee is needed to care for their spouse, child, or parent and an estimated duration of such need; and
6. If applicable, a statement regarding the medical necessity of intermittent or reduced hours schedule leave.

A certification form will be provided to the employee by the City. An eligible employee on FMLA leave must submit to the Department Head and to the Human Resources Department a medical release indicating that the employee is able to return to work and perform the duties identified in the employee's job description. Without such a release the City of Westfield cannot restore the employee to an active status.

The City of Westfield requires that the employees take any available paid leave (e.g. vacation, sick, personal) for which they are eligible while on FMLA leave. Employees shall only be eligible to use their accumulated sick leave while on FMLA leave if the FMLA leave is taken for the employee's own serious health condition. Otherwise, leave is without pay.

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The FMLA provides up to either 12 or 26 weeks of job protected leave. Upon return, the employee will be restored to the position they held prior to taking FMLA leave or to an equivalent position with respect to pay, position and responsibility.

During FMLA leave the City of Westfield is required to maintain the group health benefits for the employee while on leave. Any employee cost for such insurance is still the responsibility of the employee while on leave. The employee is expected to make arrangements with the Department Head and with the Clerk-Treasurer's office for payment of the employee's obligation. Outside employment is prohibited for any medical leave of absence regardless of whether it is for employee's own medical condition, to care for a family member or while on any FMLA leave.

7.10

VACATION LEAVE (UNPAID)

All regular full-time employees may request an additional ten (10) days of vacation each calendar year without pay (12-hour personnel may request 7 days and 24 hour employees may request 6 days) after eligible leave is used. Eligible leave is defined as earned vacation both carried over from the prior year plus the current year's vacation plus floating holiday and personal time. It is not a requirement to take this unpaid vacation leave in weekly increments.

The Department Heads of each department have the sole authority to grant this additional vacation without pay based upon work schedules and requirements in their areas. These days are not eligible to be carried forward to the next year if not used and are not guaranteed to be granted when requested.

Additional leave time may be granted to the extent required by the Americans with Disabilities Act and/or other applicable law.

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8.00

RETIREMENT

8.01 SUMMARY

All regular full-time employees, including the Clerk-Treasurer and the Mayor of the City of Westfield, are allowed to participate in a retirement program, funded at least in part by contributions from the City. Eligibility begins on the first day of employment with the City. Part-time employees are only allowed to participate in the 457 Retirement Plan described in 8.03 below and the City will not make any contributions to that plan. Elected officials may have different retirement options with PERF and should contact PERF prior to their retirement.

8.02 PUBLIC EMPLOYEES RETIREMENT FUND (PERF)

Most full-time employees (other than certain firefighters and police officers described in Section 8.06), the Clerk-Treasurer, and the Mayor of the City of Westfield are required to join the Public Employees Retirement Fund (PERF) maintained by the State of Indiana. This plan is designed as an employer and employee contributory plan. The City of Westfield currently contributes the employee and employer portion to this retirement plan for all eligible employees. Eligible employees are enrolled as of the first day of their employment with the City. Civilian PERF is based on gross wages and calculated at 14.2% total.

Paramedics are considered civilian employees when

it pertains to PERF. The City contributes 14.2% of the paramedic's base pay into the Civilian PERF account and an additional 13% of their base pay as a nonelective contribution into the 401(a) account. Paramedics do not have to contribute to the 457b in order to receive their nonelective contribution.

PERF pays benefits to employees upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the employee's death.

In many municipalities, the employee shares in this retirement cost; however, the City of Westfield has included the employee portion of this cost as an additional benefit to the eligible employees employed by the City. Therefore, there is no payroll deduction for this state retirement program. Employee contributions (made for the eligible employee by the City) are eligible to be refunded to the employee by PERF upon termination of employment if the employee so chooses and applies to PERF for a refund of these funds.

Full particulars regarding PERF are contained in a PERF Member Handbook available on-line at www.in.gov/inprs/perfmbforms.htm. Additional questions should be directed to the Clerk Treasurer's office.

8.03 DEFERRED COMPENSATION (SUPPLEMENTAL RETIREMENT OPTION)

457 RETIREMENT PLAN

The program is entirely voluntary and public employees (full and part-time) may contribute a portion of their salary before federal taxes, if they desire, to a retirement account. The purpose of this program is to help you build your own additional financial security through payroll deductions being contributed to an investment program.

The City's Director of Human Resources can explain the plan requirements. Changes in payroll deductions should be directed to the Clerk Treasurer's office. Contact our representative from One America to make an appointment with you to explain this program in more detail.

8.04**CITY OF WESTFIELD MATCHING INVESTMENT PLAN (A 401(A) PLAN)**

This matching program is intended to supplement retirement investment initiatives by all full-time employees, except for employees who participate in the 1977 Fund, for employees that are in Civilian PERF and receive a nonelective contribution in this plan, or employees who have an employment contract that states otherwise. Part-time employees are not eligible for this matching program. The purpose of this matching program is to strongly encourage personal financial saving to secure employees' future retirement.

The City matches \$0.667 in a 401(a) account for each \$1.00 invested in the 457 Retirement Plan up to 6% of the employee's annual base salary. The City's up to 4% matching portion is invested in a 401(a) account and is subject to the vesting schedule below based on your years of service with the City. The City's Director of Human Resources is available to explain other eligibility requirements. Changes in payroll deductions should be directed to the Clerk Treasurer's office.

401(A) ACCOUNT VESTING SCHEDULE:

Year 1 Vesting	-----	0%
Year 2 Vesting	-----	0%
Year 3 Vesting	-----	20%
Year 4 Vesting	-----	40%
Year 5 Vesting	-----	60%
Year 6 Vesting	-----	80%
Year 7 Vesting	-----	100%

See the following example of how this program works.

This example uses an employee with an annual base salary of \$25,000 and a 457 Retirement Plan Contribution of 6%.

\$25,000 Annual Base Salary

\$1,500 457 Retirement Plan
6% of Annual Base Salary

\$1,000 401(a) Retirement Plan City Match
\$.667 for each \$1.00 invested in
your 457 Retirement Plan

If you invest \$1,500 into the 457 Retirement Plan or Roth Plan, the City will match that contribution at the rate of \$.667 for each \$1.00 or \$1,000. If you contribute less than 6% into the 457 Retirement Plan or Roth plan, the City will match \$.667 for each \$1.00 you contribute. For example, if your contribution is \$800 then the City will contribute \$533 into your account under the 401(a) Retirement Plan.

8.05**CITY NONELECTIVE CONTRIBUTION TO 401(A) PLAN FOR CERTAIN POLICE OFFICERS**

This policy applies to all police officers who elected to remain in the Civilian PERF Fund as described in Section 8.06 when they were allowed a choice on January 1, 2008. To supplement retirement for this category of police officers who are not participating in the 1977 Police and Firefighters Fund, the City contributes 13% of the police officer's base pay as a nonelective contribution into the 401a plan described above and 14.2% of the police officer's gross pay into the civilian PERF, subject to maximums imposed by federal law. Therefore, there is no payroll deduction for those officers participating in this retirement program. This contribution is made in July and January of each year.

8.06**1977 POLICE AND FIREFIGHTERS FUND**

The 1977 Police and Firefighters Fund ('77 Fund) maintained by the State of Indiana is available to all professional firefighters of the City's Fire Department and to all professional police officers hired on or after January 1, 2008 who are 36 years of age or less on their dates of employment. The '77 Fund was also made available to those professional police officers who enrolled in the Fund effective as of January 1, 2008. Eligible employees are enrolled as of the first day of their employment with the City.

The '77 Fund is designed as an employer and employee contributory plan. Each of the eligible participants has a payroll deduction of 6% of a 1st Class Patrolman or 1st

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Class Firefighter's base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional 18% of the 1st Class Patrolman or 1st Class Firefighter's base salary plus 20 years of longevity pay into the '77 Fund.

The '77 Fund pays benefits to police officers and firefighters upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the police officer's or firefighter's death.

In order to receive retirement benefits, members of the '77 Fund must have completed at least 20 years of creditable service and attained age 52 for an unreduced benefit or age 50 for a reduced early retirement benefit. If a member of the '77 Fund ends employment for any reason other than your death or disability before completing 20 years of creditable service, the member's employee contributions are eligible to be refunded to the member.

Additional information regarding the '77 Fund is available contained in the Police and Firefighters Member Handbook provided on-line at www.in.gov/inprs/policeandfirefighters.htm. Additional questions should be directed to the Clerk Treasurer's office.

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Author: Bradie Louks Date: 11/8/2023 8:36:18 AM
Update to 19.1%.

Author: Bradie Louks Date: 11/8/2023 8:36:18 AM
Add sentence after the period stating, "Effective January 1, 2024 the city will contribute an additional 1% for the payroll deduction of a 1st Class Patrolman base salary plus 20 years of longevity for eligible professional police officers. The new payroll deduction for eligible professional police officers will be 5% of a 1st Class Patrolman base salary plus 20 years of longevity."

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9.00

PERSONAL HEALTH & WELFARE

9.01 ON-THE-JOB INJURY

Non-public safety employees who suffer an on-the-job injury will receive their normal rate of pay for up to five (5) days of their normally scheduled work period provided a physician certifies that the employee is unable to work. Public safety employees who suffer an on-the-job injury, and who are certified by a physician as being unable to work, will receive their normal rate of pay for up to three months (unless otherwise extended at the discretion of the City) until they begin receiving their disability payments from PERF. However, no employee may receive both their normal rate of pay and workers compensation or PERF disability benefits for the same time period. Therefore, if the employee is paid their normal rate of pay and subsequently receives workers comp or PERF benefits for the same time period, they must reimburse the City the amount the City paid. If Worker's Compensation pays the employee for these first days off, the employee will reimburse the City. This period shall not be charged against the employee's medical leave account. Employees who are injured or become ill on the job should report the injury or illness immediately to their supervisors.

1. The employee should, at the earliest convenient time, file a report of the incident with the supervisor. The report must include all relevant information about the incident.

2. The supervisor is responsible for ensuring the employee receives proper care as well as for ensuring completion of the incident report.
3. Worker's Compensation Insurance Forms must be completed by the involved employee or, if necessary, by the supervisor within twenty-four (24) hours of the injury. A person assigned by the supervisor will help the employee in the completion of the appropriate medical insurance and/or Worker's Compensation Forms. All of these forms should be routed to the City's Human Resources Department for processing.

9.02 ON-THE-JOB SAFETY

The City of Westfield's employees over the years have given the City an enviable safety record. By following safety rules and instructions that have been developed based on working experience, you will help to continue to make our City a safe place to work. Your supervisor will give you any specific safety instructions based upon your specific work assignments. A serious violation of the safety rules or instructions given to you by your supervisor may result in disciplinary action, including dismissal.

The responsibility for this important part of your working life - your own safety and the safety of others - is shared by your supervisor and by you. In the last analysis, it is individual action that results in a safe or an unsafe environment.

All employees must report to their supervisor any working conditions that they believe to be potentially unsafe or harmful. Failure of the supervisor to address the situation or to convey the matter to the Chief of Staff could result in disciplinary action, including dismissal, of the supervisor.

9.03

TOBACCO USAGE

All City owned or operated facilities, including but not limited to, buildings and surrounding grounds, vehicles owned, leased or operated by the City of Westfield, parks, trails, parking lots as well as any City sponsored event wherever located within the City limits, shall be subject to the provision of Ordinance No. 09-09; Prohibiting Smoking in Public Places. The purpose of this Ordinance is to protect the public health and welfare by prohibiting smoking in public places and places of employment and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Smoking shall be prohibited in all public places within the City of Westfield, including any outdoor area within reasonable distance of a regulated area so as to insure tobacco smoke does not enter into designated smoke free areas. In no event shall a distance less than twenty (20) feet be deemed reasonable.

A tobacco premium differential for medical insurance will be assessed to employees and/or spouses that use tobacco products unless an approved tobacco cessation program is completed. Tobacco usage is defined as the use of any tobacco product or a non-FDA approved nicotine replacement product, including cigarettes, cigars, chewing tobacco, snuff, pipe tobacco, e- cigarettes, and any other form of tobacco, (religious purposes excused). All employees will be required to complete an Affidavit of Tobacco Use on an annual basis. Tobacco usage falsification of information may violate ethic codes set forth by the City of Westfield and may be subject to disciplinary actions.

For further information, please see Ordinance No. 09-09 of the City of Westfield, Indiana and amendments as applicable.

9.04

SECURITY

In an effort to provide an environment that is safe and secure for the employees of the City, as well as residents, a security system has been installed at all City building locations. This system will require the use of a City issued security number to enter during certain periods of the day and in certain areas. Other security codes will be assigned as appropriate. Please see your Department Head or designated representative to receive your individual code. External doors will be unlocked to exit the building in the event of an emergency during

business hours.

Informatics will be responsible for issuing identification cards for new employees with the exception of the police and fire departments. Department Heads, or their designee, must notify Human Resources of any new hires, terminations or missing identification cards. If an employee loses their identification card, a new card will be issued at the employee's expense. Employees will not be responsible for the cost of replacing damaged or defective cards due to normal wear and tear. All visitors must utilize the main entrance to city buildings, sign in and receive a visitor's badge.

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10.00

OPEN-DOOR POLICY

10.01

PHILOSOPHY AND PROCESS

Satisfactory working relationships depend on communication and understanding among people. Good relationships are easier to achieve when people feel that their problems and opinions can be discussed in a direct, open manner.

An open atmosphere is desirable in all areas of the City. If you have a problem or situation concerning any aspect of your employment, you are encouraged to discuss the problem or situation clearly and openly with your supervisor. It is important to understand the value of working through the "chain of command" in working your issues through upper level supervisors. In most cases, such discussion will lead to a prompt resolution of the problem or situation.

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11.00

DISCIPLINE & DISCHARGE

11.01

PHILOSOPHY

Since circumstances vary in each case involving possible disciplinary action, each situation is handled on an individual basis. Management will work with the employee in attempting to correct the situation. The Chief of Staff may be brought into the dialogue to work with Department Heads to ensure consistent application of disciplinary measures and to, where appropriate, ensure that progressive discipline was followed.

The nature of the disciplinary action taken will depend on the nature of the problem and the circumstances involved and will be consistent across all departmental lines.

11.02

GROUNDINGS FOR DISCIPLINARY ACTION

Employees who engage in one or any combination of the following infractions may be subject to disciplinary action by their supervisor.

1. Poor job performance
2. Disobedience of orders
3. Conduct that disregards the public good
4. Repeated tardiness and/or unexcused absence
5. Inappropriate dress

6. Failure to abide by policy of working unauthorized overtime

7. Violation of Westfield Policy(ies)

The foregoing list of inappropriate conduct is illustrative and not exhaustive. Any employee who engages in inappropriate conduct shall be subject to disciplinary action, up to and including termination. Furthermore, employees have an affirmative duty to notify the city of any arrest or conviction.

11.03

TARDINESS / UNEXCUSED ABSENCE

Tardiness for non-supervisory personnel is defined as late arrivals past the stated starting time for the work day and unexcused absence for all personnel shall be defined as failure to personally notify authorized management when said employee is unable to report for work. Two (2) late arrivals or two (2) unexcused absences in a 90-day period shall result in a written notice from the Department Head that will be placed in the personnel record. Two (2) written notices in any six (6)-month period may result in termination of employment.

An employee who fails to show up for work for three (3) days in a row and does not call in to report will be considered to have voluntarily resigned their position.

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11.04

EXTENT OF AUTHORITY

A Supervisor, Department Head, and/or Chief of Staff may discipline an employee who commits any of the above infractions and may impose any one or more of the following disciplinary actions, depending on the circumstances

1. Verbal Warning
2. Written Reprimands
3. Suspension from work with or without pay
4. Discharge

All disciplinary actions involving suspension, demotions or terminations must be reviewed and approved to ensure compliance with relevant policies, procedures and laws. All personnel actions must be documented in the official employee personnel file located in the Human Resources office.

11.05

PROGRESSIVE DISCIPLINE

Misconduct or unsatisfactory performance by an employee will typically be handled through a progressive disciplinary system. A progressive system of discipline is designed to allow both the City of Westfield and its employees to address unacceptable work performance or misbehavior through communication and consistent action.

1. Verbal warnings are typically the first layer of discipline issued, but may not be the only means of discipline applied, depending upon the severity of the situation as determined by the Supervisor, Department Head, and/or Chief of Staff. Verbal warning will be in writing and forwarded to the Human Resources office to be filed in the official employee personnel file.
2. Should the offense continue past the occasion upon which the verbal warning was given, the result will then be a written reprimand. Written reprimands will be placed in the employee's official personnel file in the Human Resources office.
3. An additional offense, including but not limited to a repetition of the first offense or incident, within twelve (12) months of the first offense or incident, will result in a written warning and may result in a one (1) to three (3) day suspension with or without pay or a new defined disciplinary probationary period may be established.
4. A third offense or incident, including but not limited to the repetition of previous offense or incidents, within twelve (12) months of the second offense or incident, will result in immediate discharge.

5. If the twelve month disciplinary period lapses without the employee moving to the third offense or incident, the employee is deemed to have complied with the progressive discipline for that twelve month period and the progressive discipline starts over with a verbal warning upon the next offense or incident. Any restrictions or conditions put upon the employee by the supervisor during the twelve month disciplinary period should be revisited by the supervisor at the end of the twelve months. Only in egregious circumstances should the conditions be continued beyond the twelve month disciplinary period. The City reserves the right in its discretion to bypass any of the above steps and utilize a higher level of discipline, including immediate termination, for any given occurrence. The severity of discipline will depend upon the severity of the occurrence, as well as the employee's work history.

11.06

OFFENSES THAT MAY RESULT IN IMMEDIATE DISCHARGE

The offenses listed below are examples of conduct for which the employee may be discharged immediately. This listing is not intended to be all-inclusive but rather to be illustrative in nature.

1. Reporting to work under the influence of alcohol or other drugs not prescribed by a physician
2. Drinking and/or possession of alcoholic beverages or using and/or possessing drugs not prescribed by a physician while on the job
3. Fighting while on the job
4. Threatening employees or other citizens while on the job
5. Theft while on the job
6. Theft from the City of Westfield, which shall include unauthorized use of City property or equipment
7. Intentional or grossly negligent destruction or damaging of City property
8. Representing oneself as a City of Westfield employee in order to aid in committing or attempting to commit a felony or misdemeanor
9. Flagrant insubordination regarding supervisor's directions
10. Possession of dangerous weapons in the workplace or in any City vehicle, except when an employee is specifically authorized to by the City.
11. Immoral or indecent conduct or use of abusive language while on the job
12. Falsification of City records or any records kept by

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the City of Westfield

13. Any attempt to commit fraud through insurance, payroll, or other administrative documents
14. Conviction of a felony, domestic violence or child abuse
15. Unauthorized disclosure of any confidential City information
16. Refusal of drug testing without good reason
17. Violation of the City's Workplace Violence Policy
18. Violation of the City's discrimination or harassment policies
19. Engaging in or permitting unethical or illegal conduct
20. Failure to maintain a valid Indiana Driver's license

In addition, the Police Department and Fire Department periodically issue General Orders for their respective departments. As General Orders relate to public safety and employee conduct, they may also be grounds for disciplinary action, even though they may not be included in the above list. Not all General Orders are related to conduct but may also be grounds for disciplinary action or termination.

11.07

WORKPLACE VIOLENCE POLICY

The City of Westfield is concerned about increased violence in society, which has also filtered into many workplaces throughout the United States. As a result, the City has developed the following policy to prevent incidents of violence from occurring at the City.

1. The City prohibits any acts or threats of violence by any employee on or off City premises at any time. Any employee or former employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures will be subject to disciplinary action, up to and including termination.
2. The City prohibits any acts or threats of violence against any of its employees, or visitors at any time while they are on City premises or engaging in business with or on behalf of the City on or off of City premises. The City will take appropriate action when dealing with employees, former employees, and visitors who engage in such behavior. Such action may include notifying the police or other law enforcement personnel in prosecuting violators of this policy to the maximum extent of the law.
3. Employees, former employees, and visitors (excluding Professional Police Officers) are strictly prohibited from bringing firearms or other weapons into the workplace or in any City vehicle.

4. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the City, in its sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including discharge.
5. In furtherance of this policy, employees have a "duty to warn" their supervisors, Department Heads, security personnel, or Human Resources of any suspicious workplace activity, situations or incidents that they observe or that they are aware of that involve other employees, former employees, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, and threatening of offensive comments or remarks.

Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

If you are a victim of threats or acts of workplace violence, witness or hear of threats or acts of workplace violence or if you believe such violence could soon occur, notify your supervisor, Department Head, Director of Human Resources or Deputy Mayor/Chief of Staff immediately. Making a report in good faith will not reflect negatively on any employee with respect to the terms and conditions of their employment. **In an emergency, employees should dial 9-1-1 immediately.**

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12.00

OTHER RULES AND REGULATIONS

12.01

PURPOSE

The purpose of these stated rules and regulations is to help to maintain a high level of conduct on the part of the employees of the City of Westfield. In no way do these directives try to dictate personal manners or lifestyles, but they do seek to promote the effective skills and services that characterize the City's employees. The rules and regulations are to be used as guidelines and should not be seen as applying only to the general ideas listed here; City employees should also incorporate their own view of positive work habits.

12.02

PERFORMANCE ON THE JOB

Every City employee shall devote their full-time and attention to the task at hand while on the job. Supervisors must be able to oversee subordinates at all times and take immediate action if indifferent or improper behavior is seen.

12.03

CONDUCT IN THE WORK PLACE

All employees should conduct themselves on the job in a manner appropriate to the workplace. The normal standards of courtesy and consideration for others should be observed in all contacts with City associates as well as with other people who may have business to transact with our City. In particular, all employees must

be sensitive to the concerns and values of others.

12.04

CONTRACTING CONFLICTS OF INTEREST

The City may enter into a contract or renew a contract for the procurement of goods or services or a contract for public works with an individual who is a relative (spouse, parent, step- parent, child, step-child, sibling, half-sibling, step-sibling, aunt, uncle, niece, nephew, daughter-in- law or son-in-law) of an elected official (Mayor, member of the City-Council or Clerk-Treasurer); or a business entity that is wholly or partially owned by a relative of an elected official; only if the requirements below are satisfied and the elected official does not violate IC 35-44.1-1-4.

The City may enter into a contract or renew a contract with an individual or business entity described above if:

1. The elected official files with the City a full disclosure, which must:
 - a. be in writing;
 - b. describe the contract or purchase to be made by the City;
 - c. describe the relationship that the elected official has to the individual or business entity that contracts or purchases;

- d. be affirmed under penalty of perjury;
- e. be submitted to the City Council and be accepted by the City Council in a public meeting prior to final action on the contract or purchase; and
- f. be filed, not later than 15 days after final action on the contract or purchase, with:
 - i. State Board of Accounts; and
 - ii. The Clerk of the Hamilton County Circuit Court
- g. makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or the City satisfies any other requirements under IC 5-22 or IC 36-1-12.

An elected official must also comply with the disclosure provisions of IC 35-44.1-1-4, if applicable.

These provisions do not affect the initial term of a contract in existence at the time the term of office of the elected official of the unit begins.

12.05

THEFT

Employees shall not take articles of any kind, regardless of value, from any work site, emergency scene, or property that is public or private with the intent of depriving the legal owner. Violation of this regulation will result in immediate discipline.

12.06

BRIBERY, GIFTS, AND GRATUITIES

Employees shall reject any attempt by an individual, group, or organization to bribe or compensate for services rendered while on the job. Any such attempts must be reported to the Chief of Staff and City Council. Employees are encouraged to maintain good relations with suppliers and others with whom the City conducts business. However, the practice of accepting gifts and/or gratuities may be contrary to the public interest. Employees shall not accept unreasonable gifts or gratuities from agents, organizations, firms, or other individuals who may or who do conduct business with the City of Westfield.

12.07

NOTICE OF ABSENCE OR DELAY

Employees who realize that they will be unavoidably late or absent from work must notify their immediate supervisor at the earliest possible time, and as otherwise provided in this handbook. Persistent lateness or absenteeism will not be tolerated.

12.08

UNIFORMS

Employees required to wear uniforms shall keep, maintain, and wear the uniform as specified by their supervisor. After voluntary or involuntary separation from the employment of the City, the employee must return all uniforms.

12.09

DRESS CODE

As in any business or job, you are expected to report to work in a clean and neat manner at all times. We request that you dress appropriately for the job you are performing with safety in mind.

Uniformed employees will be expected to care for the uniforms and comply with procedures for uniform pick-up and cleaning.

Non-uniformed employees are expected to wear casual business attire that is suitable to represent the City in interactions with City residents, other employees and all visitors that seek our services. The City's objective in establishing a business casual dress code is to allow employees to work comfortably in the workplace yet still project a professional image. Business casual attire does not include the following and is not allowed: revealing shirts (tank tops, midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans, halter-tops, or tops with bare shoulders), short skirts (a skirt or a split in a skirt more than 2" above the top of the knee, including mini-skirts, "skorts", or skirts that ride halfway up the thigh), sun dresses, beach dresses or spaghetti-strap dresses, and flip flops. Because not all casual clothing is suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that reveals too much cleavage, back, stomach or underwear is not appropriate for a place of business, even in a business casual setting. Any need for clarification should be directed to Human Resources.

Certain days may be declared dress down days. On these days, jeans and other more casual clothing are allowed but must still fall within the above guidelines regarding length, a revealing nature and type.

The above dress code is the minimum standard that should be followed. Department Heads may exercise their right to elevate a dress code specific to their department.

12.10

COMMITMENT TO QUALITY

Employees will strive to obtain all skills and knowledge necessary to perform their jobs in an outstanding manner and effectively represent the City of Westfield in all interactions. Indifference, insubordination, and improper

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conduct will not be tolerated.

12.11

POLITICAL INVOLVEMENT

An employee may not perform any election or political campaign related function during the assigned work hours. An employee also may not perform election or political campaign related functions or acts if the said employee is wearing their uniform of the City of Westfield. This does not pertain to the act of voting.

12.12

PERSONNEL INFORMATION CHANGES

Employees who change their address, telephone number, marital or dependent status must report the new information to their supervisor and the City's Human Resources Department within five (5) calendar days of the change. It is important to provide this new information because it may affect your pay and receipt of other City communications.

Changes in your W-4 federal personal exemption form should be made on forms available in the City's Human Resources office. If your personal family situation changes you may want to change this form.

Changes in your selection of medical coverage, dental coverage, vision coverage, and beneficiaries for life insurance purposes should be communicated directly to the City's Human Resources Department.

12.13

RECORDS DISCLOSURE POLICY

It shall be the responsibility of the Human Resources area to maintain and store the official employment records of current and former employees of the City of Westfield. Human Resources may disclose for verification of employment the following information that is subject to public disclosure either by a written request, in person, or via telephone:

1. Hire date of employee and/or termination date
2. Position title
3. Department for which they are or were employed
4. Length of employment

All requests for salary information must be presented in writing to the Clerk-Treasurer's office for completion.

Questions concerning the nature of certain records as to whether or not those records are to be classified as public information shall be reviewed on a per request basis. The final decision will be made at the discretion of the City and legal counsel.

12.14

CONFLICT OF INTEREST

An employee who knowingly or intentionally has a

monetary interest in or derives a profit from a contract or purchase connected with an action by the City has a conflict of interest subject to disclosure. An employee has a monetary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the employee or a dependent of the employee.

If an employee has a conflict of interest they shall immediately disclose their conflict of interest on the prescribed form in the Clerk-Treasurer's office.

12.15

BUSINESS / WORK HOURS

The City Hall office hours are 8:00am to 4:30pm Monday through Friday. Employees in departments working outside of the City Hall (City Services, fire, and police) will have different work shifts and schedules that are determined by the department head of those departments. A Hybrid Work Arrangement may be available for certain job positions. Contact Human Resources for more information regarding Hybrid Work Arrangements.

12.16

LUNCH TIME

All employees receive a 1-hour lunch break. This lunch period is unpaid and will be scheduled by your immediate supervisor or determined within your work group based upon work activity. Employees are not authorized to perform any work during their lunch breaks unless they have received prior authorization from their supervisors. Police and fire personnel should specifically check with their department head to verify lunch arrangements that may be unique to their work groups.

12.17

RESIGNATION

If an employee should decide to leave the City's employment it is desirable that as much advance notice as possible be given to the City. At least a 2 week notice is required for a termination in good standing. Even though the 2 week notice is suggested, the City may request the employee terminate immediately for internal reasons. Resignations should be documented in writing by the employee and forwarded to Human Resources to be filed in the official employee file.

An employee who resigns must return all City property, including uniforms, keys, and any other items or materials that are the property of the City and have been entrusted to the employee during their employment. Exit interviews will be required and must be scheduled with the City's Human Resources Department prior to the employee's last day of service to ensure that insurance enrollment and other important changes due to the employee's separation are made in a timely manner.

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12.18**GAMBLING**

Gambling on City property is prohibited and shall result in investigation by management and the Chief of Staff and may, depending on the seriousness of the offense, result in immediate dismissal.

12.19**ETHICS**

All City personnel shall adhere to the highest of ethical standards. Any employee associated with the expenditure of public funds shall be held to the highest degree of public trust. No employee shall engage in or permit any illegal or improper purchasing practice. Further, any employee having knowledge of any questionable practices shall immediately report this knowledge to the Chief of Staff. Your report will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action, including possible termination of employment, and/or criminal prosecution.

The City requires that all employees adhere to the following principles and standards:

1. Give first consideration to the objectives and policies of the City
2. Strive to obtain the maximum value for each dollar of expenditure
3. Grant all competitive suppliers equal consideration insofar as state and federal statute
4. Demand honesty in sales representation whether verbal or written
5. Give prompt and courteous reception to all who have legitimate business with the City including suppliers and customers
6. Foster fair, ethical and legal practices

12.20**TECHNOLOGY RESOURCES POLICY****12.20.1****SUMMARY**

The City provides computing resources to its employees and affiliates. Computing resources are defined as any and all technological resources and services procured or maintained through City funds or City paid employees: work stations, desktops, laptops, file servers, hardware, software, televisions, cellular phones, internal and external communication networks (e.g. internet, bulletin boards, commercial online services, and electronic mail systems) which are accessed directly or indirectly

using City-owned and operated resources. Cybersecurity training is required for all employees and must be completed within the employee's first week of work. The Informatics Department may update technology protocols at any time in order to abide by regulations and all employees must abide by those updated protocols.

12.20.2**PURPOSE AND SCOPE**

This policy sets forth the City's policy regarding the use, access, and disclosure of computing resources. This policy applies to all employees, contractors, consultants, temporaries, and affiliates.

Computing Resources are a privilege, not a right. Therefore, any and all City provided computing resource-related rights may be revoked for violations of unacceptable behavior including, but not limited to:

- unsolicited and unauthorized mass electronic mail (a.k.a. spam)
- offensive language
- obscene materials
- harassment or discrimination
- direct or indirect threats
- pornographic or gaming materials
- use of unauthorized device(s)
- infringement on others' privacy
- unauthorized access to other's electronic mail or other network resources
- interference with others' work
- copyright infringement
- any illegal activity; or
- other unauthorized use of electronic mail or network resources provided by the City

Please refer to the Policies and Procedures Manual sections 11.04 and 11.05 for disciplinary actions when this policy is violated.

12.20.3**STATEMENT OF POLICY****PRIVACY, CONFIDENTIALITY AND PUBLIC RECORDS CONSIDERATIONS**

The City will make reasonable efforts to maintain the integrity and effective operation of its computing resources, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential

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information. The City can assure neither the privacy nor confidentiality of messages that may be created, transmitted, received, or stored.

In addition, Indiana law provides that communications of City personnel that are sent or received may be considered public records and are subject to public inspection. See Indiana Code 5-14-3-2.

OFFICIAL CITY ISSUED E-MAIL ADDRESS

1. To ensure that all correspondence is delivered, all City employees will be assigned an official e-mail address. It is of the expectation that this address, and no other electronic mail address, will be used for all official City electronic mail correspondence. Any employee not utilizing their provided electronic mail address may not receive some or all communication.
2. Users should utilize proper e-mail etiquette including signing e-mail messages with the appropriate identification information, avoiding the use of ALL CAPS (often referred to as e-mail 'shouting'), and refraining from confrontational e-mail messages. Employees are prohibited from sending messages with inappropriate content, such as discriminatory, harassing or otherwise offensive materials. Employees are prohibited from sending e-mail correspondence destined to ALL EMPLOYEES unless previously approved by the Departments' direct Supervisor or Director.

PERMISSIBLE USES

1. AUTHORIZED USERS

- a. Users and other persons who have received special permissions under the appropriate City authority (Mayor, Deputy Mayor/Chief of Staff, Director, and/or Informatics) are authorized users of the City's computing resources.

2. PURPOSE OF USE

- a. The use of any City resources must be related to the identification of one's job responsibilities. Incidental and occasional personal use may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use for personal purposes is subject to the provisions of this policy.

PROHIBITED USES

1. PROHIBITED PURPOSES

- a. Personal use that creates a cost for the City.

- b. Personal monetary gain or for commercial purposes that are not directly related to one's job responsibilities.
 - c. Using the work of others in violation of copyright laws
 - d. Capturing and viewing other's electronic records except as required in order for authorized employees to diagnose and correct technical issues or abide by legal records requests
 - e. Harassment or intimidation of others in any manner including:
 - Creation or distribution of any offensive or disruptive messages, offensive comments about race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, pornography, religious or political beliefs and/or practices, or any category protected under federal, state, or local law.
 - f. Violation of Federal, State, or local laws, and regulations
 - g. "Spoofing," i.e., constructing an electronic message so it appears to be from someone else without prior proper authorization
 - h. Use of an encryption device to restrict or inhibit access
 - i. Attempting unauthorized access to City computing resources without prior proper authorization including: breaching of any security measures, intercepting electronic transmissions and transferring or storing electronic transmissions outside of approved methods of transfer and storage.
- Any employee that receives prohibited messages has the responsibility to contact their department head and should not attempt to resolve the issue on their own, or forward any of the contents.

CITY EMPLOYEE'S ACCESS AND DISCLOSURE

1. Users must keep their personal username(s) and password(s) confidential. All employees must use two (2) form authentication.
2. General Provisions
 - a. The City reserves the right to access and disclose the contents of all users' electronic records without consent if there is a legitimate business need. All communications sent or received utilizing

This page contains no comments

any City owned resources may be made available for review.

- b. Electronic records are subject to the provisions of Federal Statute I.C. § 5-14- 3
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Page: 50

Author: Bradie Louks Date: 11/8/2023 8:36:18 AM

Add new line for "Vehicle Driver Policy & Fringe Benefits Policy". New line can be 12.21 in the policy manual. Verbiage was sent via email to be added.



Author: Communications Department Subject: Sticky Note Date: 11/8/2023 1:36:56 PM

Vehicle Driver Policy

The purpose of this policy is to ensure that all employees driving City, personal (used for City business), rented or leased vehicles, operate them in a safe manner to prevent personal injury and property damage. The policy further establishes guidelines and standards for use of City, personal (used for City business), rented or leased vehicles. Individual departments may develop more strict guidelines for use, but this policy provides the minimum standard that will be enforced. Violations to this policy may result in suspension or revocation of City driving privileges. If driving is an essential function within the job assignment, suspension or revocation of City driving privileges may result in disciplinary action up to, and including, termination.

Definitions: For the purposes of this policy, the following definitions apply:

City Vehicle- Any vehicle owned or leased by the City of Westfield.

Personal- Any vehicle that is privately owned but used for City of Westfield business.

Take-Home Vehicle- Any vehicle owned or leased by the City of Westfield which upon authorization, can be used during both working and non-working hours.

Rented/Leased- Any vehicle that is rented or leased on behalf of the City of Westfield.

Accident- A City vehicle involved in an incident while being operated that results in any vehicle or property being damaged; any person being injured; or any time an Indiana State Crash Report is completed.

Driver Selection

Drivers must meet the following criteria in order to drive a City vehicle:

Minimum three (3) years of driving experience

Have a valid Indiana driver's license, with any endorsements required by their job description

Meet the MVR criteria (see below):

Motor Vehicle Record Criteria

A formal review of the driver's Motor Vehicle Record (MVR) will be conducted during the hiring/orientation process. MVR reviews may be repeated annually at the City's discretion. The purpose of this program is to measure driver performance based on incident/violation information and to determine adequate skills while operating a vehicle used for City business. A driver whose MVR includes any of the following violations during the most recent three (3) year period (unless otherwise stated) may not meet the City insurer's underwriting criteria and would be considered an unacceptable driver:

At-fault accidents- 2 or more

DWI/DUI

Drug offense

Eluding a police officer

Felony committed with a motor vehicle

Foreign citizens with no historical driving record available

Hit & Run/Leaving the scene of an accident

Moving violations- 3 or more (NOTE: Texting or cell phone violations are considered moving violations because they increase the chance of being in an accident. Seat belt violations are not moving violations.)

Moving violations & accidents- more than 2 moving violations and/or at fault accidents within the past 12 months

Open container violation

Passing a stopped school bus

Racing or speed contest violation

Reckless driving

Speeding- 25mph or more above the speed limit

Speeding- 10mph or more over the speed limit in a school zone

Suspended license

Suspended license history- Drivers who have had 3 or more license suspensions as a result of moving violations

Temporary Operators Permit

Comments from page 50 continued on next page



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Vehicle manslaughter/homicide

General Vehicle Guidelines

Only authorized City employees may operate a city vehicle and an employee shall have a City ID card in their possession. All employees operating a City vehicle must adhere to all local, state and federal traffic laws. All employees operating a City vehicle must be 18 years of age.

All personnel and passengers shall use lap/shoulder belts during the operation of the vehicle. The number of passengers in a City vehicle shall not exceed the number of lap/shoulder belts available.

While conducting City business, employees may take their assigned City vehicle anywhere in Indiana. City business outside of Indiana must be authorized by the employee's Department Head.

Employees on extended leave or suspension of any kind shall not operate City vehicles.

Employees shall not consume alcoholic beverages before or while operating any City vehicle at any time. Employees must always also remain in compliance with the City's Drug-Free Workplace policy while operating a City vehicle.

Smoking is prohibited in all City vehicles.

All drivers are expected to exercise sound judgment at all times when using a City vehicle and should avoid the appearance of misuse.

Abuse or intentional damage to any City vehicle/equipment will result in disciplinary action, up to and including termination.

Any employee that has had their driver's license suspended or revoked for any reason must report the suspension to their supervisor immediately. Supervisors will then report the information to the Human Resource Department.

City vehicles/equipment are not to be modified in any way.

Author: Communications Department Subject: Sticky Note Date: 11/8/2023 1:37:10 PM

City vehicles/equipment are not to be modified in any way. Modifications include, but are not limited to, audio equipment, window tinting, lights, changes to the engine/performance, drilling/bolting/screwing equipment to vehicle, etc. Any modifications must be coordinated through the Fleet Manager.

The City is not responsible at any time for loss or damage to any personal property being carried or left in a City vehicle.

Any traffic or parking violation committed by an employee in a City vehicle is the responsibility of the employee. The City will not pay for traffic or parking tickets.

Vehicle Maintenance, Cleanliness, Repairs, and Damages

All City vehicles shall have regular preventative maintenance plans in place. The Fleet Manager will contact supervisors, or assigned operators of the vehicle, when City vehicles are due for routine maintenance. Every effort should be made by the assigned operator to notify the Fleet Manager in instances that they are aware that routine maintenance is nearing.

When a vehicle is scheduled to be serviced, the vehicle must be dropped off at the Street Barn by 7:30am or the night before the scheduled date.

If a problem with the scheduled date should occur the Fleet Manager must be notified before the scheduled date.

Employees that drive a City vehicle are required to report any damage, malfunctions, needed repairs or any other vehicle related problems to their supervisor as well as the Fleet Manager. If a sudden vehicle breakdown should occur, the driver should report immediately to their supervisor as well as the Fleet Manager.

Employees that drive City vehicles are expected to keep City vehicle interiors and exteriors clean. Any city vehicle may be subject to inspection by their supervisor or the Fleet Manager for cleanliness at any time.

Interiors shall remain free of debris and trash at all times.

Exterior windows shall remain clean of any material restricting visibility.

Exterior underbody and body shall be free of salt and dirt upon completion of duties assigned to prevent vehicle deterioration.

Vehicle Fueling

An employee who is assigned use of a City vehicle, whether on a temporary or long-term basis, is responsible for fueling the vehicle. The City will pay for the purchase of all fuel used by City vehicles in the course of City business. The City may set limits on gas used for commuting purposes. Fueling takes place at the Bus Barn. Lost or faulty fuel keys should be reported to the Fleet Manager immediately for deactivation and replacement. Personal vehicles may not be refueled using City fueling sites. If a personal vehicle is used for City business, the employee may submit a mileage reimbursement request using the proper travel form and submit it to the Clerk's Office.

Take-Home Vehicles

Comments from page 50 continued on next page



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Employees may, upon approval of the Mayor, Chief of Staff, or Department Head, be assigned a take-home vehicle on a permanent or semi-permanent basis. A take-home vehicle is considered a taxable benefit under the IRS and the employee will be liable for all associated taxes in accordance with the law. An employee with a take home vehicle shall follow the following provisions:

City vehicles are to be used for City business only, with the exception of personal errands during travel to and from the worksite, unless expressly authorized by the Mayor, Chief of Staff, or Department Head.

Department Heads must notify the Clerk's Office and Human Resources Department of employees who are assigned take-home vehicles.

All City vehicles shall be clearly marked as City of Westfield vehicles, unless otherwise approved by the Mayor.

Outside of normal business hours, take-home vehicles may only be operated in Hamilton County and the counties that boarder Hamilton County. A driver must seek prior approval through their Department Head before using a take-home vehicle outside of Hamilton County or its surrounding counties. If approval is granted on a permanent or semi-permanent basis, an acknowledgement must be signed and submitted to Human Resources to be stored in the employee's personnel file.

Employees away from work for a period longer than five (5) business days (not including weekends) shall leave their assigned vehicles on City premises and turn the keys into their supervisor or Department Head. Employees on extended leave or suspension of any kind shall not operate City vehicles.

A list of employees authorized to use a take-home vehicle is updated semi-annually and is maintained by the Fleet Manager.

Whenever a position becomes vacant, the authorization for a take home vehicle will be re-evaluated.

Family members are not allowed to drive a take-home vehicle, only authorized employees.

Author: Communications Department Subject: Sticky Note Date: 11/8/2023 1:37:21 PM

Vehicle Accident

In accordance with federal law, ANY accident involving a City owned motor vehicle MUST be reported to the proper authorities. The reporting of an accident will occur immediately after the incident; failure to do so shall be considered cause for disciplinary action and possible termination. Below is the city's vehicle accident protocol.

DO NOT move vehicles unless instructed by Police.

If someone is injured, call 911 immediately.

If no one is injured, call Dispatch (317-773-1300).

Determine a safe spot for yourself at the accident site to wait for Police.

Collect your Driver's License, Registration, and City Fleet Insurance Card.

If the scene is determined to be safe by Police, take photos of the vehicle(s) involved.

Call your immediate supervisor and make them aware. If your immediate supervisor is not available, then call the Fleet Manager.

DO NOT discuss what happened with the other motorists.

DO NOT discuss fault.

Once the Police arrive, answer whatever questions they ask.

Once the police report has been made, please bring the report number to your immediate supervisor and Fleet Manager.

DO NOT LEAVE UNTIL POLICE SAY THEY HAVE WHAT THEY NEED.

ALL VEHICLE ACCIDENTS MUST BE REPORTED TO HUMAN RESOURCES WITHIN 24 HOURS.

Fringe Benefits Policy

Employer-Provided Cell Phones

The value of the business use of an employer-provided cell phone, provided for non-compensatory business reasons, is excludable from an employee's income as a working condition fringe benefit. Working condition exclusions apply to property and services the City of Westfield provides to an employee so that the employee can perform their job. It applies to the extent the cost of the property or services would be allowable as a business expense or depreciation expense deduction to the employee if they had paid for it. The employee must meet any substantiation requirements that apply to the deduction.

Similarly, personal use of the cell phone, is excludable from an employee's income as a de minimus fringe benefit. A de minimus benefit is any property or service you provide to an employee that has so little value (considering how frequently you provide similar benefits to your employees) that accounting for it would be unreasonable or administratively

Comments from page 50 continued on next page



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impractical.

The IRS will treat the value of any personal use of a cell phone provided by the employer primarily for non-compensatory business purposes as excludable from the employee's income as a *de minimis* fringe benefit. The rules of this notice apply to any use of an employer-provided cell phone occurring after December 31, 2009. The application of the working condition and *de minimis* fringe benefit exclusions under this notice apply solely to employer-provided cell phones and should not be interpreted as applying to other fringe benefits.

Fringe Benefit Policy-Transportation (Commuting) Benefit

Employees of the City of Westfield who are assigned a City vehicle for duty to domicile travel are subject to Internal Revenue Service rulings regarding such usage. The use of such a vehicle for commuting is considered by the IRS to be a taxable benefit. A value must be established and the total annual amount reported to the IRS on each employee's W-2 Form.

The City shall require mileage log books in all City Vehicles and employees may be required to log mileage and purpose of trip.

Fair Market Value (FMV)

The FMV of a fringe benefit is the amount an employee would have to pay a third party in an arm's length transaction to buy or lease the benefit. Neither the amount the employee considers to be the value of the fringe benefit nor the cost you incur to provide the benefit determines its FMV. In general, a comparable lease term would be the amount of time the vehicle is available for the employee's use, such as a one-year period. Don't determine the FMV by multiplying a cents-per-mile rate times the number of miles driven unless the employee can prove the vehicle could have been leased on a cents-per-mile basis.

Author: Communications Department Subject: Sticky Note Date: 11/8/2023 1:37:31 PM

What is personal use?

The following are examples of taxable personal use of an employer-provided vehicle:

Commuting between residence and work station
Vacation or weekend use

Upon review of IRS Publication 15-B, Employer's Tax Guide to Fringe Benefits, there are three rulings available with which this benefit can be valued. They are summarized below.

Mileage Test

A vehicle meets the mileage test for a calendar year if both of the following requirements are met.

The vehicle is actually driven at least 10,000 miles during the year. If the City owns or leases the vehicle only part of the year, the 10,000-mile requirement should be reduced proportionately.

The vehicle is used during the year primarily by employees or used consistently by employees for the purpose of commuting.

Cents-Per-Mile Rule

Determine the value of the vehicle provided to the employee, by multiplying the standard mileage rate according to the IRS for that specific year by the total miles the employee drives the vehicle for personal use. The amount must be included in the employee's wages or reimbursed by the employee. Use the Cents-Per-Mile Rule if either of the following requirements is met:

It can be reasonably expected the vehicle will be used throughout the calendar year, and at least 50% of the vehicle's total annual mileage serves the City of Westfield by conducting city business.

The vehicle meets the mileage test. The vehicle is driven 10,000 miles during one calendar year, and is used by the employee as their primary commuting vehicle.

Commuting Rule

The value of a vehicle provided to the employee who commutes is multiplied by \$1.50 each way (or \$3.00 per day). This must be included in the employee's wages or reimbursed by the employee. Use the Commuting Rule when all of the following criteria are met:

The provided vehicle is used by a City employee for use in their trade or business and, for bona fide non-compensatory

Comments from page 50 continued on next page



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business reasons, such as the employee commuting in the vehicle on a temporary basis;

A written policy does not allow an employee to use the vehicle for personal purposes other than commuting or de minimus personal use;

The employee does not use the vehicle for personal purposes other than commuting and de minimus personal use.

De Minimus Transportation

A de minimus transportation benefit is any local transportation benefit provided to an employee that has so little value that accounting for it would be would be unreasonable or administratively impractical.

Lease Value Rule

Determine the value provided to the employee by using its annual lease value. (See table below). Substantiate usage by providing mileage, the time and place of travel, and the business purpose related to traveling. Any use of a leased City-provided vehicle that isn't substantiated as business use is included as income. Begin this rule on the first day a vehicle is made available to any employee. Use the lease value rule when the following requirement applies:

The vehicle is leased and used as the employee's vehicle in which they commute to and from the employee's job for the City of Westfield.

Use the Cents-Per-Mile Rule or Commuting Rule when a city-owned leased vehicle is used in a temporary situation such as traveling to and from a conference or seminar when the commuting or cents per mile rules would apply.

Calculation of Annual Lease Value

Determine the Fair Market Value (FMV) of the automobile on the first date it is available to any employee for personal use. Using the table below, read down column 1 until you come to dollar range within which the FMV of the automobile falls. Read across to column 2 to find the annual lease value.

Multiply the annual lease value by the percentage of personal miles out of total miles driven by the employee while being driven for personal use.

Table 3-1. Annual Lease Value Table

(1) Automobile FMV	(2) Annual Lease Value
\$ 0 to 999	\$ 600
1,000 to 1,999	850
2,000 to 2,999	1,100
3,000 to 3,999	1,350
4,000 to 4,999	1,600
5,000 to 5,999	1,850
6,000 to 6,999	2,100
7,000 to 7,999	2,350
8,000 to 8,999	2,600
9,000 to 9,999	2,850
10,000 to 10,999	3,100
11,000 to 11,999	3,350
12,000 to 12,999	3,600
13,000 to 13,999	3,850
14,000 to 14,999	4,100
15,000 to 15,999	4,350
16,000 to 16,999	4,600
17,000 to 17,999	4,850
18,000 to 18,999	5,100
19,000 to 19,999	5,350
20,000 to 20,999	5,600
21,000 to 21,999	5,850
22,000 to 22,999	6,100
23,000 to 23,999	6,350
24,000 to 24,999	6,600
25,000 to 25,999	6,850
26,000 to 27,999	7,250
28,000 to 29,999	7,750
30,000 to 31,999	8,250
32,000 to 33,999	8,750
34,000 to 35,999	9,250
36,000 to 37,999	9,750
38,000 to 39,999	10,250
40,000 to 41,999	10,750
42,000 to 43,999	11,250
44,000 to 45,999	11,750
46,000 to 47,999	12,250
48,000 to 49,999	12,750
50,000 to 51,999	13,250
52,000 to 53,999	13,750
54,000 to 55,999	14,250
56,000 to 57,999	14,750
58,000 to 59,999	15,250





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APPENDICES

CITY OF WESTFIELD, INDIANA PERFORMANCE MANAGEMENT GUIDELINES FOR FULL-TIME CIVILIAN EMPLOYEES

INTRODUCTION

PURPOSE AND SCOPE The Performance Management Guidelines set forth the policies and procedures necessary to establish and administer the City of Westfield performance management process for full-time civilian employees. This document does not apply to sworn police officers or firefighters, or to part-time, seasonal and temporary employees.

GOALS The City's ability to provide quality services to residents and visitors is closely tied to the performance of its employees. To measure and manage performance in order to assist in achieving optimal outcomes, the City implemented a written performance management system in 2015.

The goals of performance management under this system are to:

- Create an ongoing dialogue between supervisors and employees regarding the City's expectations and the employee's progress in meeting those expectations;
- Document performance based on assigned job duties and established performance goals;

- Create a consistent and permanent record of an employee's performance;
- Identify opportunities for continuing training and education to enhance the skills required by the employee's position, or necessary for advancement;
- Establish measurable performance goals for the upcoming year;
- Identify obstacles that prevent the employee from performing at optimum levels;
- Develop plans to improve performance that does not meet expectations;
- Enable management to make informed decisions regarding an employee's job assignments and/or continued employment with the City; and
- Establish eligibility for annual salary increases.

ROLES AND RESPONSIBILITIES The Human Resources Department will oversee the performance management process, develop or amend policies and procedures as needed, ensure supervisors are properly trained to evaluate employees and establish annual deadlines. The Department of Human Resources will collect and maintain all performance evaluations and analyze data on a supervisory, department and City-wide level.

Department Directors will ensure performance evaluation are completed in a timely manner for their departments. All performance evaluations must be reviewed and signed by the Department Director before being submitted to Human Resources.

Supervisors with direct and/or indirect oversight will evaluate subordinate employees. This is the most critical element of the process. In order to protect the integrity of the entire process, supervisors are required to be trained in the performance management process. Their work will be reviewed by the Department Director and by the Director of Human Resources.

Employees will be required to complete a self-assessment form and to engage with their supervisor during the performance evaluation interview. Employees are not asked or expected to evaluate their supervisors, although relevant comments made in the course of the performance management process may be used in their supervisor's own performance evaluation.

THE MANAGEMENT PROCESS

PERFORMANCE MANAGEMENT SCHEDULE The performance management process has two components to be completed annually: an employee self-assessment and a supervisor evaluation. A Performance Improvement Plan will also be required in some cases. The 2023 schedule is outlined below.

- Supervisor provides employee with self-assessment form no earlier than September 4, 2023, and no later than October 20, 2023, and sets date and time for performance evaluation meeting (employee must have at least five (5) calendar days to complete self-assessment form).
- Employee completes self-assessment form and returns to supervisor no less than two (2) calendar days before performance evaluation interview.
- Supervisor completes written performance evaluation form, excluding achievements and goals.
- Supervisor(s) meets individually with employee to review employee's self-assessment and to discuss supervisor's performance evaluation, no later than October 27, 2023. Achievements and goals are discussed and added at this meeting. Employee signs completed form and receives copy.
- Performance evaluation form is submitted to Department Director for review and signature. Original signed form and employee self-

assessment are sent to Human Resources no later than November 3, 2023. Department keeps a copy.

- Employee has ten (10) calendar days following the performance evaluation interview to append no more than one (1) page of written comments to the evaluation, with original to Human Resources and copy to Department Director.
- Second evaluation interview and Performance Improvement Plan, when required, are completed and submitted to Department Director for review and signature no later than December 1, 2023. Original is retained by department with a copy to employee and Human Resources.
- Three-month re-evaluation based on Performance Improvement Plan is completed and submitted to Department Director for review and signature no later than March 1, 2024. Original signed form is sent to Human Resources no later than March 8, 2024. Department and employee each get a copy.

EMPLOYEE SELF-ASSESSMENT Employees are expected to honestly assess their strengths and weaknesses and to develop work-related goals for the following year. Employees may also identify desired training and/or career development to help enhance skills for their positions or to prepare them for advancement. Training opportunities are provided at the sole discretion of the department.

SUPERVISOR'S PERFORMANCE EVALUATION

The performance evaluation consists of the following sections:

- Personal/Work Attributes
- Areas for Development
- Achievements and Goals (to be completed jointly by supervisor and employee)
- Other Comments (supervisor and/or employee)
- Acknowledgements (supervisor, employee and director)

Supervisors will evaluate their subordinate employees' work performance for the entire 12-month period preceding the interview. Since the initial performance evaluation will take place in 2023, supervisors may go back further than 12 months to establish a pattern of behavior.

The performance evaluation will be based on a standard set of expectations. Although job responsibilities vary from position to position, success in any position depends on a common set of attributes which includes

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Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to November 29, 2024.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to December 20, 2024.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to March 20, 2025.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to April 4, 2025.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to 2024.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to September 2, 2024.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to November 1, 2024.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to 2024.
Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to November 8, 2024.



adhering to the City's Goals of Employee Engagement, Enhanced Infrastructure, Safe City, Fiscal Responsibility and Excellence in Customer Relations.

PERFORMANCE RATINGS The evaluation structure for personal/work attributes utilizes a 4-tier rating system:

- **Meets Expectations**
- **Exceeds Expectations**
- **Needs Improvement**
- **Unacceptable**

“MEETS EXPECTATIONS” is a positive rating. This indicates the employee is meeting all job requirements in the area being evaluated, performs consistently and dependably in this regard, and achieves fully satisfactory results. It is expected that most employees will be given this rating level.

To receive an **“EXCEEDS EXPECTATIONS”** rating, the employee must significantly and consistently perform at levels above expectations. An employee in this category will regularly exceed job requirements in the area being evaluated—not just once in a while—and achieve correspondingly superior results. This rating will be given sparingly.

For underperforming employees, two ratings are available. **“NEEDS IMPROVEMENT”** is for the employee whose performance is somewhat deficient in the area being evaluated. This employee needs to make some improvements to meet minimum job requirements. An employee who receives three (3) or more “Needs Improvement” ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

The **“UNACCEPTABLE”** rating will be used for an employee whose performance is unsatisfactory in the area being evaluated, and from whom substantial and immediate improvement is necessary. An employee receiving one (1) or more **“UNACCEPTABLE”** ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

Every rating on the performance evaluation except “Meets Expectations” must be supported with a concise but descriptive narrative. Performance ratings should be based primarily on the supervisor's direct observation or knowledge of the employee's work, although they may also incorporate verifiable comments from other members of the evaluation team, coworkers or customers when available and/or appropriate.

EVALUATION INTERVIEW Upon completion of the written performance evaluation (and any management approvals required by the department), the supervisor

will meet with the employee to review and discuss the employee's self-assessment and the supervisor's written performance evaluation. This meeting serves as an opportunity for a candid discussion between the supervisor and the employee, with a focus on how the employee can achieve maximum productivity.

Two (2) copies of the written performance evaluation should be brought to the evaluation meeting: one to be forwarded to Human Resources for the employee's personnel file and one to be given to the employee for their personal records. Both copies should be signed by the employee and the supervisor performing the evaluation. The City's copy should also be signed by the Department Director before being sent to Human Resources.

EMPLOYEE COMMENTS AND ACKNOWLEDGEMENT

The employee will initial the bottom of each page of the performance evaluation to indicate the supervisor has discussed it with him. The employee will also be given the opportunity to respond in writing to their performance evaluation. Brief comments may be added at the time of the performance evaluation interview. Additional feedback, not to exceed one (1) typewritten or handwritten page, may be submitted within ten (10) days after the interview. These comments will be filed with the original performance evaluation form. After 10 days, no further comments will be accepted.

The employee will be expected to sign the performance evaluation, whether or not they agree with the supervisor's evaluation. The employee's signature is merely an acknowledgement that the employee had an opportunity to provide input prior to the performance evaluation interview, discuss the performance evaluation with their supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee's refusal to sign the performance evaluation form may lead to disciplinary action.

BEYOND THE PERFORMANCE EVALUATION

FOLLOW-UP Any employee who receives one or more **“Unacceptable”** ratings or three or more **“Needs Improvement”** ratings must meet again with their supervisor to develop a Performance Improvement Plan. The Performance Improvement Plan will outline the performance deficiencies, expectations and steps required for improvement.

Another performance evaluation meeting will be scheduled three (3) months out. If the employee has not made adequate progress, further action will be determined on a case-by-case basis. At minimum, the employee will be scheduled for another 3-month

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evaluation. For the most serious shortcomings (e.g., the employee has shown little or no improvement, the shortcomings are seriously disruptive to the operations of the department, the employee is resistant to changing their behavior), employment may be terminated.

In addition to the Performance Improvement Plan, the evaluation team may elect to pursue other disciplinary or remediation procedures.

Although performance evaluations will not be specifically tied to the level of pay increases, underperforming employees, as measured by the performance evaluation process, may be denied a cost-of-living adjustment (COLA).

ONGOING FEEDBACK The performance evaluation is a valuable mechanism to give an employee feedback on their work performance, but it should not be the only source of communication used by a supervisor. Supervisors should provide their employees open and honest feedback on a continual basis, and be receptive to comments from the employee. It is important to address issues in the appropriate manner when they occur as opposed to waiting for a scheduled performance evaluation and presenting a laundry list of issues. If the lines of communication are truly open between a supervisor and employee, there will be no real surprises at the time of the performance evaluation.

DESCRIPTION OF ATTRIBUTES

Your supervisor will be rating you on each of these attributes, selecting from the following categories:

MEETS EXPECTATIONS, EXCEEDS EXPECTATIONS, NEEDS IMPROVEMENT, UNACCEPTABLE

- **JOB KNOWLEDGE** You understand job requirements and seek to obtain knowledge, skills and abilities. You know when your skills are adequate for a task and when to ask for help.
- **PRODUCTIVITY** You make good use of time and produce results consistent with your efforts. You are able to prioritize tasks, respond to requests in a timely manner and meet deadlines.
- **QUALITY OF WORK** Your work is accurate, thorough and neat, and meets department and governmental standards. You set high standards for yourself and act quickly to identify and correct errors.
- **TEAMWORK** You cooperate and work well with others to complete projects and achieve goals. You maintain positive relationships with coworkers and respect their contributions to team efforts.

- **COMMUNICATION** You communicate well with others, both verbally and in writing, as needed. You are a good listener, able to ask questions and/or provide explanations to ensure understanding.
- **CUSTOMER SERVICE** You provide superior service to internal and external customers. You represent the City and/or your department in a courteous, positive and professional manner.
- **INITIATIVE** You are self-motivated to remain active without constant oversight. You can be relied upon to follow through with a plan of action in order to complete tasks and meet goals.
- **PROBLEM SOLVING** You recognize problems that arise in the course of your work activities and develop effective solutions. You apply logic and innovation to workplace situations.
- **ADAPTABILITY** You respond to shifting requirements, goals and priorities without undue stress or disruption. You can work effectively in a variety of environments and with a variety of people.
- **ATTITUDE** You display a willingness to do whatever needs to be done on job assignments. You take personal pride in your performance and make a positive contribution to workplace morale.
- **ATTENDANCE** You report to work as scheduled, with minimal tardiness and unplanned absences. You are fully attentive while at work and seek to avoid unnecessary distractions.
- **COMPLIANCE** You comply with City policies and procedures, and with written and oral instructions from your supervisors. You show respect for management and department decisions.
- **LEADERSHIP** You identify and assume all responsibilities associated with supervision. You effectively mentor and motivate subordinates to achieve maximum morale and productivity.

End of 2023 City of Westfield Personnel Policies, Procedures and Benefits Manual.



Summary of Comments on Policies-and-Procedures_2023_No-TOC.pdf

Page: i

 Author: Bradie Louks Date: 11/8/2023 8:36:18 AM
Change to "4"

2.03 (B) PREGNANT WORKERS FAIRNESS ACT (PWFA) POLICY

The pregnant workers fairness ACT (PWFA), prohibits workplace and hiring discrimination related to pregnancy, childbirth or related condition, including but not limited to, lactation or the need to express breast milk for a nursing child. The law further requires employers to provide reasonable accommodations in the workplace for expectant and new mothers.

The City of Westfield's policy is to comply with the provisions of the Pregnant Workers Fairness Act and Providing Urgent Maternal Protections for Nursing Mothers Act, including the provision of reasonable accommodations when appropriate. Under this policy, the City of Westfield employees have a right to be free from discrimination based upon pregnancy or a condition related to pregnancy. The City of Westfield shall not take any adverse action against an employee or applicant on the basis of pregnancy or a related medical condition or for requesting or using an accommodation for pregnancy or a related medical condition.

Examples of adverse actions include denying employment opportunities based on pregnancy or related conditions; requiring an employee who is pregnant or has a pregnancy related medical condition to accept an accommodation that the employee chooses not to accept; requiring an employee to take leave if other reasonable accommodation can be provided without undue hardship; making pre-employment inquiry of a job applicant related to pregnancy, childbirth, or a related condition; and, when the need for a reasonable accommodation ceases, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits.

An employee working for the City of Westfield has a right to reasonable accommodations with respect to pregnancy and/or any condition resulting from pregnancy, so that the employee may perform the essential functions of the job, unless the requested accommodation will cause an undue hardship to the City of Westfield.

These accommodations can include, for example: flexible hours, parking closer, appropriately sized uniforms and safety apparel wear, frequent or longer paid breaks or unpaid breaks, time off to recover from childbirth or complications from pregnancy, with or without pay; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or hazardous position; job restructuring and/or modified work schedule; light duty, hybrid work, and/or assistance with manual labor; and private non-bathroom space for expressing breast milk.

The Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act) requires that employers provide a reasonable break time for an employee to express breast milk each time the employee has a need to express the milk for one year after the child's birth. The City of Westfield will provide a place, other than a bathroom, which is shielded from view and free from intrusion in which the employee can express breast milk. The PUMP Act extends the protections to all employees, non-exempt and exempt.

The City of Westfield may request documentation from the employee's health care provider(s) about the need for a reasonable accommodation, except in the cases of requests for: more frequent restroom, food or water breaks; seating; limits on lifting more than 20 pounds; and private non-bathroom space for expressing breast milk.

Contact Human Resources with questions about or requests for reasonable accommodations under the Pregnant Workers Fairness Act.



Author: Bradie Louks Date: 11/8/2023 8:36:18 AM

Please update entire page to reflect the 2024 Holiday Schedule. Sent document via email for reference.

 Author: Bradie Louks Date: 11/8/2023 8:36:18 AM

Add new line for "FLSA Protections to Pump at Work (PUMP Act)". New line can be 5.04 (B) in the policy manual. Verbiage was sent via email to be added.

 Author: Communications Department Subject: Sticky Note Date: 11/8/2023 1:19:57 PM

5.04 (B) FLSA Protections to Pump at Work (PUMP Act)

The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at work, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. City of Westfield will abide by this requirement set forth by the Fair Labor Standards Act (FLSA). Contact Human Resources with any questions or requests concerning the PUMP Act.

 Author: Bradie Louks Date: 11/8/2023 8:36:18 AM
Update to 19.1%.

 Author: Bradie Louks Date: 11/8/2023 8:36:18 AM
Add sentence after the period stating, "Effective January 1, 2024 the city will contribute an additional 1% for the payroll deduction of a 1st Class Patrolman base salary plus 20 years of longevity for eligible professional police officers. The new payroll deduction for eligible professional police officers will be 5% of a 1st Class Patrolman base salary plus 20 years of longevity."

Vehicle Driver Policy

The purpose of this policy is to ensure that all employees driving City, personal (used for City business), rented or leased vehicles, operate them in a safe manner to prevent personal injury and property damage. The policy further establishes guidelines and standards for use of City, personal (used for City business), rented or leased vehicles. Individual departments may develop more strict guidelines for use, but this policy provides the minimum standard that will be enforced. Violations to this policy may result in suspension or revocation of City driving privileges. If driving is an essential function within the job assignment, suspension or revocation of City driving privileges may result in disciplinary action up to, and including, termination.

Definitions: For the purposes of this policy, the following definitions apply:

City Vehicle- Any vehicle owned or leased by the City of Westfield.

Personal- Any vehicle that is privately owned but used for City of Westfield business.

Take-Home Vehicle- Any vehicle owned or leased by the City of Westfield which upon authorization, can be used during both working and non-working hours.

Rented/Leased- Any vehicle that is rented or leased on behalf of the City of Westfield.

Accident- A City vehicle involved in an incident while being operated that results in any vehicle or property being damaged; any person being injured; or any time an Indiana State Crash Report is completed.

Driver Selection

Drivers must meet the following criteria in order to drive a City vehicle:

Minimum three (3) years of driving experience

Have a valid Indiana driver's license, with any endorsements required by their job description

Meet the MVR criteria (see below):

Motor Vehicle Record Criteria

A formal review of the driver's Motor Vehicle Record (MVR) will be conducted during the hiring/orientation process. MVR reviews may be repeated annually at the City's discretion. The purpose of this program is to measure driver performance based on incident/violation information and to determine adequate skills while operating a vehicle used for City business. A driver whose MVR includes any of the following violations during the most recent three (3) year period (unless otherwise stated) may not meet the City insurer's underwriting criteria and would be considered an unacceptable driver:

At-fault accidents- 2 or more

DWI/DUI

Drug offense

Eluding a police officer

Felony committed with a motor vehicle

Foreign citizens with no historical driving record available

Hit & Run/Leaving the scene of an accident

Moving violations- 3 or more (NOTE: Texting or cell phone violations are considered moving violations because they increase the chance of being in an accident. Seat belt violations are not moving violations.)

Moving violations & accidents- more than 2 moving violations and/or at fault accidents within the past 12 months

Open container violation

Passing a stopped school bus

Racing or speed contest violation

Reckless driving

Speeding- 25mph or more above the speed limit

Speeding- 10mph or more over the speed limit in a school zone

Suspended license

Suspended license history- Drivers who have had 3 or more license suspensions as a result of moving violations

Temporary Operators Permit

General Vehicle Guidelines

Only authorized City employees may operate a city vehicle and an employee shall have a City ID card in their possession. All employees operating a City vehicle must adhere to all local, state and federal traffic laws.

All employees operating a City vehicle must be 18 years of age.

All personnel and passengers shall use lap/shoulder belts during the operation of the vehicle. The number of passengers in a City vehicle shall not exceed the number of lap/shoulder belts available.

While conducting City business, employees may take their assigned City vehicle anywhere in Indiana. City business outside of Indiana must be authorized by the employee's Department Head.

Employees on extended leave or suspension of any kind shall not operate City vehicles.

Employees shall not consume alcoholic beverages before or while operating any City vehicle at any time. Employees must always also remain in compliance with the City's Drug-Free Workplace policy while operating a City vehicle.

Smoking is prohibited in all City vehicles.

All drivers are expected to exercise sound judgment at all times when using a City vehicle and should avoid the appearance of misuse.

Abuse or intentional damage to any City vehicle/equipment will result in disciplinary action, up to and including termination.

Any employee that has had their driver's license suspended or revoked for any reason must report the suspension to their supervisor immediately. Supervisors will then report the information to the Human Resource Department.

City vehicles/equipment are not to be modified in any way.

 Author: msinclair Subject: Sticky Note Date: 11/8/2023 1:32:05 PM

City vehicles/equipment are not to be modified in any way. Modifications include, but are not limited to, audio equipment, window tinting, lights, changes to the engine/performance, drilling/bolting/screwing equipment to vehicle, etc. Any modifications must be coordinated through the Fleet Manager.

The City is not responsible at any time for loss or damage to any personal property being carried or left in a City vehicle.

Any traffic or parking violation committed by an employee in a City vehicle is the responsibility of the employee. The City will not pay for traffic or parking tickets.

Vehicle Maintenance, Cleanliness, Repairs, and Damages

All City vehicles shall have regular preventative maintenance plans in place. The Fleet Manager will contact supervisors, or assigned operators of the vehicle, when City vehicles are due for routine maintenance. Every effort should be made by the assigned operator to notify the Fleet Manager in instances that they are aware that routine maintenance is nearing.

When a vehicle is scheduled to be serviced, the vehicle must be dropped off at the Street Barn by 7:30am or the night before the scheduled date.

If a problem with the scheduled date should occur the Fleet Manager must be notified before the scheduled date.

Employees that drive a City vehicle are required to report any damage, malfunctions, needed repairs or any other vehicle related problems to their supervisor as well as the Fleet Manager. If a sudden vehicle breakdown should occur, the driver should report immediately to their supervisor as well as the Fleet Manager.

Employees that drive City vehicles are expected to keep City vehicle interiors and exteriors clean. Any city vehicle may be subject to inspection by their supervisor or the Fleet Manager for cleanliness at any time.

Interiors shall remain free of debris and trash at all times.

Exterior windows shall remain clean of any material restricting visibility.

Exterior underbody and body shall be free of salt and dirt upon completion of duties assigned to prevent vehicle deterioration.

Vehicle Fueling

An employee who is assigned use of a City vehicle, whether on a temporary or long-term basis, is responsible for fueling the vehicle. The City will pay for the purchase of all fuel used by City vehicles in the course of City business. The City may set limits on gas used for commuting purposes. Fueling takes place at the Bus Barn. Lost or faulty fuel keys should be reported to the Fleet Manager immediately for deactivation and replacement. Personal vehicles may not be refueled using City fueling sites. If a personal vehicle is used for City business, the employee may submit a mileage reimbursement request using the proper travel form and submit it to the Clerk's Office.

Take-Home Vehicles

Employees may, upon approval of the Mayor, Chief of Staff, or Department Head, be assigned a take-home vehicle on a permanent or semi-permanent basis. A take-home vehicle is considered a taxable benefit under the IRS and the employee will be liable for all associated taxes in accordance with the law. An employee with a take home vehicle shall follow the following provisions:

City vehicles are to be used for City business only, with the exception of personal errands during travel to and from the worksite, unless expressly authorized by the Mayor, Chief of Staff, or Department Head.

Department Heads must notify the Clerk's Office and Human Resources Department of employees who are assigned take-home vehicles.

All City vehicles shall be clearly marked as City of Westfield vehicles, unless otherwise approved by the Mayor.

Outside of normal business hours, take-home vehicles may only be operated in Hamilton County and the counties that border Hamilton County. A driver must seek prior approval through their Department Head before using a take-home vehicle outside of Hamilton County or its surrounding counties. If approval is granted on a permanent or semi-permanent basis, an acknowledgement must be signed and submitted to Human Resources to be stored in the employee's personnel file.

Employees away from work for a period longer than five (5) business days (not including weekends) shall leave their assigned vehicles on City premises and turn the keys into their supervisor or Department Head. Employees on extended leave or suspension of any kind shall not operate City vehicles.

A list of employees authorized to use a take-home vehicle is updated semi-annually and is maintained by the Fleet Manager.

Whenever a position becomes vacant, the authorization for a take home vehicle will be re-evaluated.

Family members are not allowed to drive a take-home vehicle, only authorized employees.

 Author: msinclair Subject: Sticky Note Date: 11/8/2023 1:32:39 PM

Vehicle Accident

In accordance with federal law, ANY accident involving a City owned motor vehicle MUST be reported to the proper authorities. The reporting of an accident will occur immediately after the incident; failure to do so shall be considered cause for disciplinary action and possible termination. Below is the city's vehicle accident protocol.

DO NOT move vehicles unless instructed by Police.

If someone is injured, call 911 immediately.

If no one is injured, call Dispatch (317-773-1300).

Determine a safe spot for yourself at the accident site to wait for Police.

Collect your Driver's License, Registration, and City Fleet Insurance Card.

If the scene is determined to be safe by Police, take photos of the vehicle(s) involved.

Call your immediate supervisor and make them aware. If your immediate supervisor is not available, then call the Fleet Manager.

DO NOT discuss what happened with the other motorists.

DO NOT discuss fault.

Once the Police arrive, answer whatever questions they ask.

Once the police report has been made, please bring the report number to your immediate supervisor and Fleet Manager.

DO NOT LEAVE UNTIL POLICE SAY THEY HAVE WHAT THEY NEED.

ALL VEHICLE ACCIDENTS MUST BE REPORTED TO HUMAN RESOURCES WITHIN 24 HOURS.

Fringe Benefits Policy

Employer-Provided Cell Phones

The value of the business use of an employer-provided cell phone, provided for non-compensatory business reasons, is excludable from an employee's income as a working condition fringe benefit. Working condition exclusions apply to property and services the City of Westfield provides to an employee so that the employee can perform their job. It applies to the extent the cost of the property or services would be allowable as a business expense or depreciation expense deduction to the employee if they had paid for it. The employee must meet any substantiation requirements that apply to the deduction.

Similarly, personal use of the cell phone, is excludable from an employee's income as a de minimus fringe benefit. A de minimus benefit is any property or service you provide to an employee that has so little value (considering how frequently you provide similar benefits to your employees) that accounting for it would be unreasonable or administratively

impractical.

The IRS will treat the value of any personal use of a cell phone provided by the employer primarily for non-compensatory business purposes as excludable from the employee's income as a *de minimis* fringe benefit. The rules of this notice apply to any use of an employer-provided cell phone occurring after December 31, 2009. The application of the working condition and *de minimis* fringe benefit exclusions under this notice apply solely to employer-provided cell phones and should not be interpreted as applying to other fringe benefits.

Fringe Benefit Policy-Transportation (Commuting) Benefit

Employees of the City of Westfield who are assigned a City vehicle for duty to domicile travel are subject to Internal Revenue Service rulings regarding such usage. The use of such a vehicle for commuting is considered by the IRS to be a taxable benefit. A value must be established and the total annual amount reported to the IRS on each employee's W-2 Form.

The City shall require mileage log books in all City Vehicles and employees may be required to log mileage and purpose of trip.

Fair Market Value (FMV)

The FMV of a fringe benefit is the amount an employee would have to pay a third party in an arm's length transaction to buy or lease the benefit. Neither the amount the employee considers to be the value of the fringe benefit nor the cost you incur to provide the benefit determines its FMV. In general, a comparable lease term would be the amount of time the vehicle is available for the employee's use, such as a one-year period. Don't determine the FMV by multiplying a cents-per-mile rate times the number of miles driven unless the employee can prove the vehicle could have been leased on a cents-per-mile basis.

 Author: msinclair Subject: Sticky Note Date: 11/8/2023 1:33:00 PM

What is personal use?

The following are examples of taxable personal use of an employer-provided vehicle:

Commuting between residence and work station

Vacation or weekend use

Upon review of IRS Publication 15-B, Employer's Tax Guide to Fringe Benefits, there are three rulings available with which this benefit can be valued. They are summarized below.

Mileage Test

A vehicle meets the mileage test for a calendar year if both of the following requirements are met.

The vehicle is actually driven at least 10,000 miles during the year. If the City owns or leases the vehicle only part of the year, the 10,000-mile requirement should be reduced proportionately.

The vehicle is used during the year primarily by employees or used consistently by employees for the purpose of commuting.

Cents-Per-Mile Rule

Determine the value of the vehicle provided to the employee, by multiplying the standard mileage rate according to the IRS for that specific year by the total miles the employee drives the vehicle for personal use. The amount must be included in the employee's wages or reimbursed by the employee. Use the Cents-Per-Mile Rule if either of the following requirements is met:

It can be reasonably expected the vehicle will be used throughout the calendar year, and at least 50% of the vehicle's total annual mileage serves the City of Westfield by conducting city business.

The vehicle meets the mileage test. The vehicle is driven 10,000 miles during one calendar year, and is used by the employee as their primary commuting vehicle.

Commuting Rule

The value of a vehicle provided to the employee who commutes is multiplied by \$1.50 each way (or \$3.00 per day). This must be included in the employee's wages or reimbursed by the employee. Use the Commuting Rule when all of the following criteria are met:

The provided vehicle is used by a City employee for use in their trade or business and, for bona fide non-compensatory

business reasons, such as the employee commuting in the vehicle on a temporary basis;
A written policy does not allow an employee to use the vehicle for personal purposes other than commuting or de minimus personal use;
The employee does not use the vehicle for personal purposes other than commuting and de minimus personal use.

De Minimus Transportation

A de minimus transportation benefit is any local transportation benefit provided to an employee that has so little value that accounting for it would be unreasonable or administratively impractical.

Lease Value Rule

Determine the value provided to the employee by using its annual lease value. (See table below). Substantiate usage by providing mileage, the time and place of travel, and the business purpose related to traveling. Any use of a leased City-provided vehicle that isn't substantiated as business use is included as income. Begin this rule on the first day a vehicle is made available to any employee. Use the lease value rule when the following requirement applies:

The vehicle is leased and used as the employee's vehicle in which they commute to and from the employee's job for the City of Westfield.

Use the Cents-Per-Mile Rule or Commuting Rule when a city-owned leased vehicle is used in a temporary situation such as traveling to and from a conference or seminar when the commuting or cents per mile rules would apply.

Calculation of Annual Lease Value

Determine the Fair Market Value (FMV) of the automobile on the first date it is available to any employee for personal use. Using the table below, read down column 1 until you come to dollar range within which the FMV of the automobile falls. Read across to column 2 to find the annual lease value.
Multiply the annual lease value by the percentage of personal miles out of total miles driven by the employee while being driven for personal use.

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	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to November 29, 2024.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to December 20, 2024.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to March 20, 2025.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to April 4, 2025.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to 2024.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to September 2, 2024.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to November 1, 2024.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to 2024.
	Author: Bradie Louks Date: 11/8/2023 8:36:18 AM Update to November 8, 2024.

**CDBG AGREEMENT BETWEEN HAMILTON COUNTY, INDIANA AND
THE CITY OF WESTFIELD
FOR
BLACKBURN ROAD SIDEWALK INSTALLATION
HCCDBG-22-INFR9004 PROGRAM YEAR 2022**

This Agreement is entered into effective this ____ day of _____ 2023, by and between Hamilton County, Indiana (herein called the "Grantee") and the City of Westfield. (herein called the "Subrecipient") a participating municipality in Hamilton County.

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), Grant Award Number B-18-UC-18-0023 (Program Year 2018) awarded October 3, 2018, Grant Award Number B-19-UC-18-0023 (Program Year 2019) awarded September 17, 2019, and Grant Award Number B-20-UC-18-0023 (Program Year 2020) awarded August 19, 2020, under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, as amended; under HUD Catalog of Federal Domestic Assistance (CFDA) #14.218 Community Development Block Grants/Entitlements; and

WHEREAS, the Grantee has prepared a one-year action plan that identifies community needs and strategies; and

WHEREAS, by vote of approval, the Board of Hamilton County Commissioners approved allocations for its PY2022 CDBG program and published a Final Statement of Activities and List of Projects; and

WHEREAS, provision of investment in public facilities and public infrastructure needs of low-income neighborhoods has been established as a priority in the Consolidated Plan of Hamilton County; and

WHEREAS, the Subrecipient is a city located in Hamilton County and is a participant in the Hamilton County urban county CDBG entitlement program and is qualified to receive CDBG funding; and

WHEREAS, the Subrecipient has submitted an application for Community Development Block Grant funds in the amount of One Hundred Seventy-two Thousand Dollars (**\$172,000.00**) to install approximately 1,700 linear feet of new sidewalk along the north side of Blackburn Road, west of Tomlinson Road, east to the cul de sac on Blackburn Road.

WHEREAS, the Grantee has approved a grant up to Forty-five Thousand Six Hundred Two Dollars and Forty-eight Cents (**\$45,602.48**) from **Program Year 2018**, One Hundred Four Thousand Four Hundred Thirty-two Dollars and Forty-eight Cents (**\$101,432.48**) from **Program Year 2019**, and Twenty-one Thousand Nine Hundred Sixty-five Dollars and Four Cents (**\$21,965.04**) from **Program Year 2020**, for a total of One Hundred Seventy-two Thousand Dollars (**\$172,000.00**), to allow the Subrecipient to undertake activities described in Exhibit A; and

WHEREAS, the County is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," responsible for the development,

implementation, administration, and evaluation of HUD's Community Development Block Grant program, hereinafter referred to as "CDBG", in Hamilton County, exclusive of the towns of Arcadia, Atlanta, Cicero and Sheridan; and

WHEREAS, it is necessary that the County and the Subrecipient enter into an Agreement for the implementation of approved projects; and

Whereas, pursuant to a certain Agreement for Grant Administration dated March 30, 2004, by and between the County and the Noblesville Housing Authority ("NHA"), NHA will serve as grant administrator for the CDBG Program;

NOW, THEREFORE, the Grantee and the Subrecipient do mutually agree as follows:

I. USE OF FUNDS

A. Purpose

The Grantee agrees to grant up to One Hundred Seventy-two Dollars **(\$172,000.00)** to install approximately 1,700 linear feet of new sidewalk along the north side of Blackburn Road, west of Tomlinson Road, east to the cul de sac on Blackburn Road, as described in the Subrecipient's project narrative, which is attached as Exhibit A and incorporated into this Agreement by reference. The Subrecipient hereby represents and warrants that all information contained in the 2022 Hamilton County CDBG Agency Application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of materials facts and that all information contained, and assurances and certifications made in the 2022 Hamilton County CDBG Agency Application are incorporated into this Agreement as if fully set forth within the terms of this Agreement. A description of the tasks to be performed under this Agreement and an estimated budget as described in the Subrecipient's 2022 Hamilton County CDBG Agency Application is included on Exhibit A.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet an urgent need by making infrastructure improvements to improve accessibility for low to moderate income persons by installing approximately 1,700 linear feet of new sidewalk along the north side of Blackburn Road, west of Tomlinson Road, east to the cul de sac on Blackburn Road.

C. Eligibility

Eligible uses of said funds are limited to activities and tasks to be performed by the Subrecipient as described in the Subrecipients project narrative in Exhibit A. A Budget for the Eligible Costs to be incurred in completing the project is described in Exhibit A. The Subrecipient must notify NHA of any changes in the budget. Budget changes that exceed 5% of total project cost will require

approval from NHA. The grant award and funds are not to be used for research and development purposes.

D. Levels of Accomplishment

The services described in Exhibit A shall be delivered at a level which is reasonably comparable to the service level projected on the 2022 Hamilton County CDBG Agency Application. If the level of services is estimated to be appreciably different from that noted on the 2022 Hamilton County CDBG Agency Application, the difference shall be justified to the satisfaction of NHA.

II. DISBURSEMENT OF FUNDS

The Grantee agrees, upon submission of properly documented claims by Subrecipient, to disburse Program funds to Subrecipient up to the maximum amount of the grant. Program funds shall be requested only when such funds are actually needed for the reimbursement of eligible costs, and shall be used only for the completion of activities approved by NHA. All claims for payment shall be submitted to NHA on or before **July 30, 2024**, on properly executed claim forms along with supporting documentation as required by NHA. NHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Subrecipient and all Targeted Goals have been met. The disbursement of funds under the Program shall be contingent upon the receipt of funds by the Grantee from HUD.

III. PERIOD OF PERFORMANCE

Services of the Subrecipient shall start on the _____ **2023** and end on the _____, **2023**. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of CDBG funds or other assets including program income.

IV. LAND USE RESTRICTIONS

If during a period of seven (7) years after the execution of this Agreement, the Subrecipient's right of way where the City has conducted work as described in Exhibit A along Blackburn Road in Westfield, is transferred through sale, contract, lease, or other means, and/or its use is changed from that of its current use, the Subrecipient shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement to the property. The Subrecipient may request a waiver of this provision, in writing, if the change still serves a public purpose and complies with the requirements of 24 CFR 570.505.

V. PROGRAM INCOME

The project shall not generate any program income. The Subrecipient shall report annually all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. All income generated by the proceeds of this program will be paid to the Grantee.

VI. PROJECT REQUIREMENTS

A. Applicability

The requirements of this section apply to all CDBG funded activities, which are referred to as the CDBG project.

B. Rehabilitation and Property Standards

The Subrecipient agrees that it will comply with all applicable housing, building and public health codes, ordinances, and zoning ordinances, and that the units shall at all times be fit and habitable.

All rehabilitation activities outlined in this contract must conform to the Secretary of the Interior's Standards for Rehabilitation. All activities outlined in this contract will must meet local building code when completed.

All CDBG housing units must meet at the minimum Section 8 Housing Quality Standards and local housing and rehabilitation codes when completed.

C. Assignment and Transfer.

The Subrecipient shall not assign or transfer any interest in this Agreement without prior written consent from the Grantee.

D. Relocation and Acquisition.

The Subrecipient agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) and 49 CFR 24.

E. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. For construction or rehabilitation of affordable housing with eight (8) or more units assisted by CDBG funds, the Subrecipient agrees to comply with the labor standards provision of 24 CFR 570.603 and related local requirements which may be issued from time to time by the Grantee. The Subrecipient shall include in applicable construction contract the provisions of federal law imposing labor standards on federally assisted construction. Davis-Bacon requirements will apply to all work conducted at the project site through completion of the project.

F. Taxes

The Subrecipient agrees to keep all taxes on the property paid and current.

VII. ADMINISTRATIVE REQUIREMENTS

The Subrecipient shall comply with the following Administrative Requirements, as applicable:

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al. and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Chapter I, Chapter II, Part 200, et. al. as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Indirect Cost

The Subrecipient may, but is not required to, elect to charge for indirect costs. If the contractor chooses to charge for indirect costs, the maximum indirect cost rate is 10% (de minimis), unless an indirect cost rate has been previously negotiated with and approved by the federal agency responsible for reviewing, negotiating and approving cost allocation plans or indirect cost rate proposals. The negotiated rate must be accepted by all federal award agencies.

B. Uniform Administrative Requirements.

The Subrecipient shall comply with all applicable federal administrative requirements, including 2 CFR Chapter I, Chapter II, Part 200, et. al. "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Omni-Circular or Uniform Administrative Requirements) effective as of December 26, 2014.

Code of Federal Regulations (CFR) is available online at <http://www.ecfr.gov/>. This document is also available by request from NHA.

C. Documentation and Record-Keeping

The Subrecipient shall ensure that sufficient records are maintained to enable the Grantee and NHA to determine whether the terms of this Agreement and the requirements of 24 CFR 570.506 have been met.

1. Records to be Maintained

The Subrecipient shall maintain all records required by Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with the equal opportunity components of the CDBG program;
- e. Financial records as required by 24 CFR 570.502, and 2 CFR Chapter I, Chapter II,

Part 200, et. al.; and
f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years after receipt of final payment under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's, NHA's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

D. Reporting

The Agency shall submit regular progress reports to NHA in the form, content, and frequency as required by NHA. Such reports must include:

- an annual audit or financial review, as applicable;
- a periodic report of service to clients on an unduplicated basis, including demographic information, submitted with the request for reimbursement on a monthly or quarterly basis

E. Non-expendable Property

1. Inventory. The Subrecipient shall keep inventory records, acceptable to NHA on all non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory of all items at the end of the Program year and resubmit it each fiscal year with revisions as necessary.
2. Insurance and Maintenance for all Non-expendable Property Purchased under this Agreement. The Subrecipient shall maintain sufficient insurance to cover the cost of

replacement due to loss by fire, theft, or accidental damage. The Subrecipient shall also be responsible for the maintenance and upkeep of all such property.

F. Performance Monitoring

NHA will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by NHA will constitute non-compliance with this Agreement. If action to correct substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by NHA, contract suspension or termination procedures will be initiated.

G. Audits and Inspections

All project records with respect to any matters covered by this Agreement shall be made available to the Grantee, its designees, or the Federal government, at any time during normal business hours, as often as NHA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports must be fully cleared by the Subrecipient within 30 days after receipt. Failure to comply with the above audit requirements will constitute a violation of this Agreement.

The Subrecipient hereby agrees to have an annual agency audit or review, whichever is applicable, conducted in accordance with current OMB policies and to submit a copy to NHA. In addition to any applicable requirements of current OMB policies, the Subrecipient shall separately classify and designate information regarding Grantee of Hamilton County CDBG funds to include the CFDA title, number and award year.

1. Non-profit organizations that spend \$750,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al. Program-specific audits are only allowed if the Subrecipient expends federal awards under only one federal program. For purposes of determining the amount of federal assistance expended, all federal assistance shall be considered, including that which is received directly from a federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.
2. Non-profit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, et. al., although their records must be available for review (e.g., inspections, evaluations). These agencies are required by the Grantee to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose to have a program audit conducted for each federal award in accordance with federal laws and regulation governing the program in which they participate.
3. When the requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al. apply, or when the Subrecipient elects to comply with 2 CFR Chapter I, Chapter II, Part 200, et. al., an audit shall be conducted for each fiscal year for which the federal awards attributable to this contract have been received by the Subrecipient. A copy of the audit report must be completed within 9 months after the end of the fiscal year and the audit must be received by the County no later than 30 days of receipt of the auditor's report(s).
4. Each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported.

5. If the Subrecipient is found in non-compliance with these audit requirements, the Subrecipient may be required to refund financial assistance received from the Grantee.

VIII. OTHER STATE AND FEDERAL REQUIREMENTS

A. Civil Rights, Nondiscrimination, Equal Opportunity, and Other Federal Requirements

The Subrecipient shall not exclude from participation in the Program, or deny benefits to any person on the grounds of race, color, national origin, religion, Vietnam-era or disabled veteran status, handicap, familial status, sex, sexual orientation, gender identity or status with regard to public assistance under the Program. In addition, the Subrecipient will comply with the following:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 and implementing regulations issued at 24 CFR, Part 1, all of which require equal opportunity in housing and related facilities provided by Federal financial assistance;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR 146, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086;
3. The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR 8, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program;
4. The requirements of Executive Order 11246 (2 CFR 1964-55, Equal Employment Opportunity), and the implementing regulations issued at 41 CFR chapter 60;
5. The Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale or rental of housing on the basis of a handicap or because there are children in a family;
6. The requirements of Title IV of the Civil Rights Act of 1964 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended;
7. The requirements of the Americans with Disabilities Act of 1990; and
8. The requirements of non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.
9. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U), which requires that:
 - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The contractor agrees to include this Sections 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where

the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.

- d. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

10. The requirements of Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity, as shown in 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982.

B. Minority Business Outreach

The Subrecipient agrees to comply with the requirements of Executive Orders 11625, 12432 and 12138 concerning Minority and Women's Business Enterprise, which encourages the participation of minority and women owned business in the benefits of the Program by:

1. Contacting minority businesses which offer services needed by the organization in carrying out the Program with copies of any advertisements outlining information on where, when, and how to submit bids or proposals for such work; and
2. Keeping records on contracts made to minority and women businesses and any correspondence received from such businesses for any contracts let through the Program, and relaying this information to NHA.

CDBG projects that are publicized in the local electronic and print media will include specific mention of the desire of the Grantee and its CDBG recipients to work with women and minority business owners.

The Subrecipient may obtain a list of state certified minority and woman-owned businesses by contacting or visiting the website of the Minority and Women's Business Enterprises Division of the State of Indiana Department of Administration. The Subrecipient is also encouraged to contact other appropriate groups for assistance in identifying new businesses that are women or minority enterprises.

C. Debarment and Suspension

The Subrecipient certifies that neither it, its principals, nor its contractors and subcontractors and their respective principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the Grantee or any Federal agency.

D. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be, in any way or to any extent, engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest

No officer, employee, consultant, elected or appointed official of the Grantee, or its designees or agents, member of the governing body of the Grantee or the Subrecipient (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement. Exceptions to these provisions may be granted on a case-by-case basis as described at 24 CFR 570.611(d). The Subrecipient agrees that it will incorporate into every written contract the following provisions:

INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the CDBG Program, and no one with whom they have family or business ties, has any financial benefit, direct or indirect, in this Contract.

F. Lobbying Certification

The Subrecipient certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction which is imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

G. Religious Criteria

The Subrecipient hereby certifies in accordance with 24 CFR 570.200(j), that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

H. Drug Free Workplace

The Subrecipient shall comply with the provisions of Title 41 Chapter 10, U.S.C., Drug-free Workplace.

I. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

J. "Section 3" Clause

1. Applicability

All Subrecipients who receive a combined total of more than \$200,000 in federal funding must fulfill Section 3 obligations. Additionally, if a Subrecipient receives more than \$200,000 in federal funding, all business with which the recipient contracts (called "contractors") must fulfill the same obligations if the contract is for more than \$100,000. And all the businesses with which those contractors contract (called "subcontractors") must fulfill the same obligations if their contract is for more than \$100,000.

2. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-

and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

K. Compliance with IC 22-5-1.7 – E-Verify Program

The Subrecipient must enroll in and verify the work eligibility status of all newly hired employees of the Subrecipient through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Subrecipient will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Subrecipient shall execute an affidavit affirming that the Subrecipient has enrolled in and is participating in the E-Verify program and affirming that the Subrecipient does not knowingly employ an unauthorized alien.

L. Prohibition of Contracting with Businesses that Invest in Iran

For the duration of the Term of this Agreement, Subrecipient hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

M. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$30,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient’s parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

1. Unique Entity Identifier (UEI) number

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide NHA with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov/content/home>.

2. System of Award Management (SAM)

The Subrecipient shall register in the System of Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

3. Executive Compensation

The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested

N. Environmental

The Subrecipient agrees to comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et. Seq.) as it applied at 24 CFR 58, including any requirements which may be imposed by the Grantee as a result of its responsibility for environmental review, decision making, and action under NEPA.

The Subrecipient shall provide to the Grantee all information necessary to complete an Environmental Assessment and a Section 106 Review. Such information shall be provided before the commencement of any activity provided for herein. All renovations must be approved through the Section 106 Historic Review Process before execution of any rehabilitation contracts.

O. Prohibition of and Elimination of Lead-Based Paint Hazards

Notwithstanding any other provision adopted by applicable governmental units, the Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et. Seq.) and its regulations set forth in 24 CFR 35 concerning testing, prohibition and abatement of lead-based paint in HUD associated housing. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

IX. GENERAL CONDITIONS

A. Applicability

The requirements of this section apply to all CDBG funded projects.

B. General Compliance

The Subrecipient agrees to ensure compliance with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement including the requirements of the CDBG program at 24 CFR 570 and pursuant regulations and policies. The Subrecipient has reviewed, or has had a reasonable opportunity to review, and agrees to abide by all applicable Federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the County under the Act is suspended or terminated. References in this Agreement to particular federal or state laws, rules, regulations, and others shall include any applicable amendments thereto and replacements thereof.

C. Responsibilities

The Subrecipient will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Subrecipient does not assume the Grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

D. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

E. Claims Against Grantee and NHA

The Subrecipient agrees to defend, indemnify and save harmless the Grantee and NHA from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the Grantee, its officers, agents or employees.

F. Terms of Default

If the Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect. Said action(s) shall be considered default by the Subrecipient. Upon default by the Subrecipient, the Grantee or NHA as its designee shall give the Subrecipient 10 day's written notice to cure any default. A default under this Agreement, in the discretion of the Grantee or NHA as its designee, may be considered a default of any other Agreement between the Subrecipient and Grantee for any CDBG Funds program. The failure to cure any default within 10 days may result in the Grantee taking enforcement action as described in Section VIII Paragraph G.

G. Enforcement

Upon the failure of the Subrecipient to cure any default, the Grantee may take one or more of the following actions:

1. Temporarily withhold cash payments, under this Agreement and/or any other Agreement between County and Subrecipient concerning CDBG Funds programs, pending correction of the deficiency by the Subrecipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subrecipient's program and/or any award for any other CDBG Fund program funded to Subrecipient by the Grantee;
4. Withhold further awards for the program and/or awards for any other CDBG Fund program funded to the Subrecipient by the Grantee;
5. Take other remedies that may be legally available or provided for in 2 CFR Chapter I, Chapter II, Part 200, et. al., including repayment of all funds provided to Subrecipient by the Grantee.

In addition to the enforcement actions listed above, NHA or the County shall be entitled to collection of its costs and expenses, including reasonable attorney fees, incurred by the County in enforcing this Agreement.

H. Suspension or Termination

Upon suspension or termination under Section VII Paragraph G, costs of the Subrecipient incurred during suspension or after termination of an award are not allowable unless NHA expressly authorizes them in the notice of suspension or termination. Certain costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the conditions set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al. are met.

I. Termination for Convenience

This Agreement may be terminated for convenience under the conditions and upon the terms set forth in 2 CFR Chapter I, Chapter II, Part 200, et. al.

J. Representations and Warranties

The Subrecipient hereby represents and warrants that all information contained in the 2022 Agency Request for Funds application is true and correct and that it contains no misrepresentations, falsification, intentional omissions, or concealment of material facts.

K. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the express written consent of the other party.

L. Entire Agreement and Invalidation.

The provisions of this agreement shall constitute a complete expression of the parties hereto. Invalidation of any one of these covenants and conditions by judgment or decree in court shall not affect any other of the provisions hereof, which shall remain in full force and effect.

M. Amendment

The Grantee or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantees governing body. Such amendments shall not invalidate this Agreement, nor relieve or release NHA, the Grantee or Subrecipient from its obligations under this Agreement. The Grantee, at its discretion, may amend this Agreement to conform to federal, state, or local governmental guidelines, policies, and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of the services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

N. Conditional Approval

This Agreement is conditional upon the release and receipt of HUD funding.

O. Authority to Execute

The Subrecipient certifies that its governing body has duly adopted or passed as an official resolution, motion or similar action authorizing the execution of this Agreement, including all understandings and assurances contained herein; and directing and authorizing the person identified as the official representative of the Subrecipient to execute this Agreement.

P. Publicity and Promotion

The Grantee, NHA and Subrecipient mutually agree that either party is permitted to publicize and promote the activities funded under this Agreement. The Grantee, NHA and/or Subrecipient may host public relations events for the activity to increase community awareness of the program and the activity.

Q. Grantor Recognition

The Subrecipient shall insure recognition of the role of the County in providing services through this contract. All activities, facilities and items used pursuant to this contract shall be prominently labeled as to CDBG funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

R. Reversion of Assets

The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of CDBG monies under this Agreement upon the time of expiration, cancellation or termination of this Agreement.

S. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Chapter I, Chapter II, Part 200, et. al., Bonding and Insurance.

T. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

U. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

V. Waiver

The Grantee or NHA's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee or NHA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

W. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), personal delivery or sent by electronic mail (email). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under

this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Hamilton County
Board of Commissioners
C/O: Michelle Westermeier
CDBG Coordinator
320 Kings Lane
Noblesville, IN 46060
Telephone: (317) 773-5110 Ext. 5
michelle@gonha.org

Subrecipient

Michael Pearce
City of Westfield
2706 E. 171st Street
Westfield, IN 46074
Telephone: (317)473-2917
mpearce@westfield.in.gov

All of which is approved by the Board of Public Works and Safety of the City of Westfield this _____ day of _____ 2023.

BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF WESTFIELD

Andy Cook

Larry Clarino

Jim Ake

ATTEST:

_____, City of Westfield

ALL OF WHICH IS RESOLVED by the Board of Commissioners of Hamilton County on this ____ day of _____, 2023

BOARD OF COMMISSIONERS OF HAMILTON COUNTY

Christine Altman

Steven C. Dillinger

Mark Heirbrandt

ATTEST:

Robin Mills, Hamilton County Auditor

EXHIBIT A

CITY OF WESTFIELD BLACKBURN ROAD SIDEWALKS HCCDBG-22-INFR9004 PROGRAM YEAR 2022

Amount of Award: \$172,000
Agency UEI number: _____
Agency Tax ID: 35-1111142

Project/Program Description

The City of Westfield will use CDBG funds and local funds to install approximately One Thousand Seven Hundred (1,700) linear feet of new sidewalk along the north side of Blackburn Road in Westfield, Indiana.

Level of Service

The Blackburn Road sidewalk installation will serve all residents, especially those residing within North Glen Village to the south of Blackburn Road, by installing a five (5) foot wide sidewalk along the north side of Blackburn Road from Tomlinson Road to the west to the cul de sac to the east. These improvements will provide pedestrian access to key features such as the Monon Trail and Grand Park, as well as other local amenities, helping to improve the quality of life for the area residents.

Targeted Goals & Performance Measures

1. The Subrecipient will complete the Blackburn Road sidewalk project in Westfield, Indiana.

Estimated Budget

Budget Category	Grant Year	CDBG Amount
Blackburn Road Sidewalk Installation	PY2018	\$45,602.48
	PY2019	\$104,432.48
	PY2020	\$21,965.04
Total:		\$172,000

Timetable

All costs must be incurred between November 1, 2023, and November 30, 2024. Final costs must be invoiced to NHA no later than the December 15, 2024 to receive full reimbursement.

Prior Approval

To expend funds for cost categories or types of activities not listed above will require prior written approval from NHA.

Financial and Administrative Reports

The Subrecipient shall utilize report forms. The Subrecipient understands that:

1. A claim for reimbursement will not be paid to the Subrecipient unless a report(s) has been filed with NHA;
2. Claims for reimbursement will not be paid to the Subrecipient if the Subrecipient has any open monitoring or audit findings or concerns;
3. NHA will hold 10 percent of the total contract until a final, cumulative report has been submitted by the Subrecipient and all Targeted Goals have been met.

The Grantee, or NHA as its designee, reserves the right to refuse any claims not properly supported with adequate and proper documentation of claims or activity progress.



TRANSPORTATION ENGINEERING STUDIES • TRAFFIC IMPACT ANALYSES
STREET DESIGN • HIGHWAY DESIGN • TRAFFIC ENGINEERING
PARKING LOT DESIGN • TRANSPORTATION PLANNING STUDIES
CONSTRUCTION OBSERVATION • SITE ENGINEERING

REGISTRATION
INDIANA
ILLINOIS
KENTUCKY
MICHIGAN
OHIO
MISSOURI
TEXAS

STEVEN J. FEHRIBACH, P.E.
PRESIDENT

R. MATTHEW BROWN, P.E.
VICE PRESIDENT

KAREN K. COLLINS, P.E.
VICE PRESIDENT

JOSEPH T. RENGEL, P.E.
VICE PRESIDENT

November 6, 2023

Mr. Johnathon Nail, P.E.
Director of Public Works
City of Westfield
2728 E 171st Street
Westfield, IN 46074
jnail@westfield.in.gov

Re: Completion of 161st Street & Spring Mill Road Roundabout
Supplemental Request to Complete Design

Dear Mr. Nail,

Per our discussion regarding the planning and scoping necessary to complete and update the original design A&F Engineering put together for the 161st Street and Spring Mill Road roundabout project in 2017, we have enclosed our summary and manhour justifications to complete the design work updates. A summary of our proposed fees is included below:

Topo Survey Updates	\$13,000.00
Design/Permitting	\$47,840.00
<u>Utility Coordination</u>	<u>\$23,400.00</u>
Total	\$84,270.00

If you have any questions, please contact. We look forward to working with the City of Westfield on this project.

Sincerely,
A&F Engineering Co., LLC

Joseph T. Rengel, P.E., PTOE
Vice President

/cmc
Enclosures

SUPPLEMENTAL SCOPE OF SERVICES

ADDITIONAL SURVEY

Full topographic survey will be acquired and updated in the plans in locations that have changed since the original topographic survey (2017) due to new development around the intersection. These changes include but are not limited to new access drives, turn lanes, path construction, grading, and drainage structures. An exhibit showing the areas of new survey to be acquired is attached.

In addition, all utilities within the entire original survey limits will be re-surveyed and updated in the plans to ensure that new utilities, or existing utilities that have relocated since the original survey, are reflected in the plans.

DESIGN

Since this project has not been worked on in several years, an initial plan review and updates will be needed to ensure the project meets current standards, practices, and scope.

Once supplemental topographic survey is acquired, the following design tasks will be needed:

- Update 2D geometry to tie into new construction. Adjust centerline alignment if necessary.
- Update cross sections and 3D corridor model to reflect 2D geometry updates and tie into new construction. Adjust centerline profile if necessary.
- Review drainage patterns based on updated topo and ensure intended drainage patterns can be maintained and update grading and proposed storm sewers as needed.
- Update current plan sheets to reflect above changes:
 - Typical Sections
 - Plan and Profile
 - Erosion Control Details
 - Pavement Marking Details
 - Structure Data Table
 - Cross Sections

UTILITY COORDINATION

At the time this project was put on hold, work plans or relocations drawings had been obtained for most utilities. Since then, it is assumed that some utilities have relocated or added new facilities in the area based on surrounding development work. The above design changes based on new development may also introduce utility conflict that did not exist before.

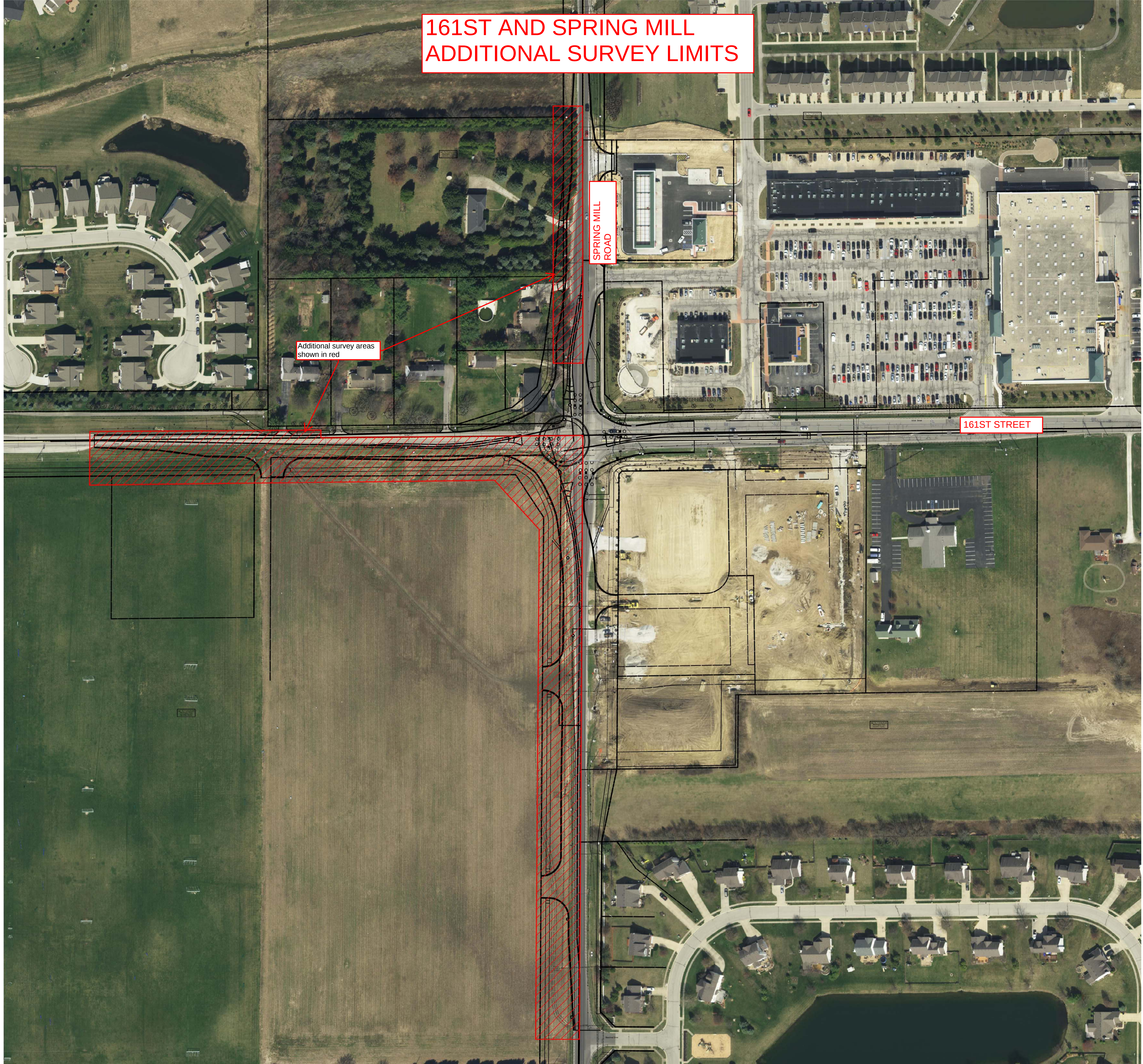
Once additional survey is received and plans are updated, current plans will be sent to utilities to solicit new conflict analysis and works plans that reflect the current utility locations and any design updates. Additional coordination will be needed with each utility to ensure they are out of conflict, or have a relocation plan to be out of conflict, and additional design updates may be needed to accomplish this.

161ST AND SPRING MILL
ADDITIONAL SURVEY LIMITS

SPRING MILL
ROAD

Additional survey areas
shown in red

161ST STREET



A & F ENGINEERING CO., LLC.

MANHOUR JUSTIFICATION

PROJECT: 161st and Spring Mill Roundabout
 CLIENT: City of Westfield
 TASK: Design and Permitting Supplemental

11/06/23

DESIGN/PERMITTING	ESTIMATED TIME IN HOURS					
	Project Manager	Lead Engineer	Staff Engineer	CADD Tech V	Utility Coordinator	
Contract Administration	3.00	3.00				
Survey Clean-Up		1.00	4.00	16.00		
Existing Plans Review / QC-QA	12.00	20.00				
Horizontal Geometry Updates	1.00	4.00	16.00	16.00		
Corridor Design Updates	2.00	10.00	24.00	10.00		
Drainage Updates - Plan & Profile	1.00	12.00	8.00	10.00		
Drainage Cross Section Updates		1.00	2.00	10.00		
Earthwork Updates		1.00	10.00			
Erosion Control / Permit Updates		2.00	4.00	4.00		
Drainage Analysis / County Surveyor Updates	4.00	10.00	10.00			
Typical Section Updates		1.00	2.00	4.00		
Underdrain & Storm Table Updates		1.00	4.00			
Pavement Marking Updates		1.00	6.00	4.00		
ADA Ramp / Spot Elevation Updates	2.00	10.00	20.00	12.00		
Quantities	2.00	4.00	6.00			
Specifications	2.00	4.00				
Quality Assurance	6.00	6.00				
TOTAL HOURS	35.00	91.00	116.00	86.00		
BILLING RATE	182.60	160.93	140.04	119.93	105.23	
TOTAL DIRECT LABOR	6391.00	14644.63	16244.64	10313.98		47,594.25
DIRECT COST						250.00
TOTAL						47,844.25
USE NOT TO EXCEED FEE						47,840.00

DIRECT COST SUMMARY

FIELD	0 TRIPS @	40.00 MILES @	0.49	PER MILE	0.00
MISCELLANEOUS, PAPER & PRINTING					250.00
					250.00

A & F ENGINEERING CO., LLC.

MANHOUR JUSTIFICATION

PROJECT: 161st and Spring Mill Roundabout
 CLIENT: City of Westfield
 TASK: Utility Coordination Supplemental

11/06/23

UTILITY COORDINATION	ESTIMATED TIME IN HOURS					
	Project Manager	Lead Engineer	Staff Engineer	CADD Tech V	Utility Coordinator	
Review Existing Work/Relocation Plans	2.00	4.00	8.00		8.00	
Send New Work Plan Requests					6.00	
Conflict Analysis with Utilities	2.00	8.00	4.00		16.00	
Design Tweaks with Utilities	4.00	8.00	20.00	20.00	4.00	
Field Visits with Utilities		4.00	4.00		6.00	
Work Plan Reviews	2.00	2.00	8.00		12.00	
Go over Work Plan Conflicts		2.00	4.00		6.00	
Work Plan Approvals	1.00	2.00			4.00	
Utility Scheduling	2.00				2.00	
TOTAL HOURS	13.00	30.00	48.00	20.00	64.00	
BILLING RATE	182.60	160.93	140.04	119.93	105.23	
TOTAL DIRECT LABOR	2373.80	4827.90	6721.92	2398.60	6734.72	23,056.94
DIRECT COST						348.00
TOTAL						23,404.94
USE NOT TO EXCEED FEE						23,400.00

DIRECT COST SUMMARY

FIELD	5 TRIPS @	40.00 MILES @	0.49	PER MILE	98.00
MISCELLANEOUS, PAPER & PRINTING					250.00
					348.00

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

NX Westfield MOB, LLC (the "Property Owner") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 17300 Westfield Boulevard, Westfield, IN 46074

Parcel No: 09-09-01-00-00-006.001

Section 2. **Improvement Location Permit No.:** 23-C-023-1342 (the "ILP")

Builder/Contractor: Summit Construction

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$579,566** on September 20, 2022, attached hereto as Exhibit B (22-RIFA-18) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$162,278.48.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge three percent (3%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning October 15, 2024 and every year thereafter, in accordance with the following:

Issuance of ILP:	\$162,278.48
October 15, 2024:	\$112,261.52
October 15, 2025:	\$112,261.52
October 15, 2026:	\$112,261.52
October 15, 2027:	\$112,261.52
Total Road Impact Fee:	\$611,324.56

- G. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection there under.

Section 4. **Binding on Successors and Assigns:**

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. **Effective Date:**

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. **Recording:**

The undersigned hereby authorizes the Westfield Economic and Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. **Enforcement:**

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

NX WESTFIELD MOB LLC (the "Property Owner")
a Delaware limited liability company

By: HSRE-Westfield XIX, LLC, a Delaware limited liability company, its
Sole Member

By: NX Westfield MOB Holdco LLC,
a Delaware limited liability company,
its Member

By: NexCore Westfield Holdings LLC, a
Delaware limited liability company, its Managing Member

By: NexCore GP Equity Manager LLC,
a Delaware limited liability company,
its Manager

By: NexCore Development LLC,
a Delaware limited liability company,
its Managing Member

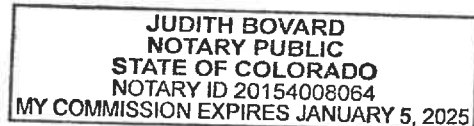
By: NexCore Real Estate LLC,
a Delaware limited liability company,
its Managing Member

By: NexCore Companies LLC,
a Delaware limited liability company,
its Managing Member

By: _____
Name: Robert Lawless
Title: Chief Financial Officer
Date: September 19, 2023

Before me the undersigned, a Notary Public in and for said County and State,
personally appeared the above party, who having been duly sworn acknowledged
the execution of the foregoing instrument.


SIGNATURE OF NOTARY PUBLIC



State of Colorado, County of Denver, SS: 524-70-1584

Subscribed and Sworn before me this 19th day of September, 2023.

Printed Name of Notary Public Judith Bouvard

My Commission Expires January 5, 2025

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce

Prepared by: Michael Pearce, P.E.
2706 E. 171st Street
Westfield, IN 46074

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY

Larry Clarino

Date: _____

Jim Ake

Date: _____

Andy Cook

Date: _____

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP OF HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 10 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 478.75 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS WEST 1093.65 FEET TO THE POINT OF BEGINNING AND THE EAST RIGHT-OF-WAY FOR U.S. HIGHWAY NO. 31; THENCE SOUTH 00 DEGREES 22 MINUTES 03 SECONDS WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 583.79 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 57 SECONDS EAST A DISTANCE OF 336.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 03 SECONDS EAST A DISTANCE OF 426.55 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 47 SECONDS WEST A DISTANCE OF 51.13 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 13 SECONDS EAST A DISTANCE OF 158.98 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 47 SECONDS WEST A DISTANCE OF 284.05 FEET TO THE POINT OF BEGINNING, CONTAINING 4.32 ACRES, MORE OR LESS.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 22-RIFA-18
 Estimate Date: 09/20/22
 Assessment Performed by: Lauren Gillingham
 (I.C. 36-7-4-1321 and City Ordinance No. 17-43)



Property Information:

Property Description:

Parcel: 09-09-01-00-00-006.001
 Address: Approx. 535 Park St

Applicant Information:

Name: Jay Jones
 Address: 8888 Keystone Crossing STE 1300
 Indianapolis, IN 46240
 303-244-0700
 Email: jay.jones@nekkoregroup.com

Development Information:

Existing:

9500sf industrial/warehouse

Proposed:

60,000 square foot surgery and imaging center
 4.32 acres

Zoning: Grand Millennium PUD

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 10th Edition).

Land Use Code:	Medical-Dental Office Building (720)		
Independent Variable:	60,000	square feet	
Weighted Trip Average:	34.82	per	1,000 Square feet (average weekday 24-hour trip rate)

Trips:

A "trip" is a single or one direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24 hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass by trips into consideration.

Calculation:

	Square feet	Variable		Trip Average		
Trips:	60,000	/	1,000	x	34.82	= 2,089.20 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:					0% pass-by trip reduction % 0.00 pass-by trips
Credits:	94,000 sq ft of Manufacturing demolished:					369.42 structure demolition credits
	Total net trips:					1,719.78 24-hour trips

Road Impact Fee: \$337 per trip (effective 01/01/2022 through 12/31/2022)

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip		road impact fee	pass by trip discount	redevelopment credits	
2,089.20	x \$337	=	\$ 704,060	- \$ -	- \$ 124,495	= \$ 579,565

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.

Westfield Board of Public Works & Safety

Meeting 2024 Schedule

Monthly Meeting Date	Deadline to Submit Agenda items
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January 24, 2024	January 17, 2024
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February 28, 2024	February 21, 2024
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March 27, 2024	March 20, 2024
----------------	----------------

*April 24, 2024	April 17, 2024
-----------------	----------------

May 22, 2024	May 15, 2024
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June 26, 2024	June 19, 2024
---------------	---------------

July 24, 2024	July 17, 2024
---------------	---------------

August 28, 2024	August 21, 2024
-----------------	-----------------

September 25, 2024	September 18, 2024
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*October 23, 2024	October 16, 2024
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*November 20, 2024	November 13, 2024
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*December 18, 2024	December 11, 2024
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Meetings are held at the Westfield City Hall, Assembly Room, 130 Penn Street, Westfield, IN 46074. They are the 4th Wednesday of each month and begin at 1:00 pm.

*Special dates due to the holiday schedule.

*Different locations due to early voting.



**City of Westfield Fire Department
Board of Public Works & Safety Report
October 2023 Report**

Contact: Fire Chief

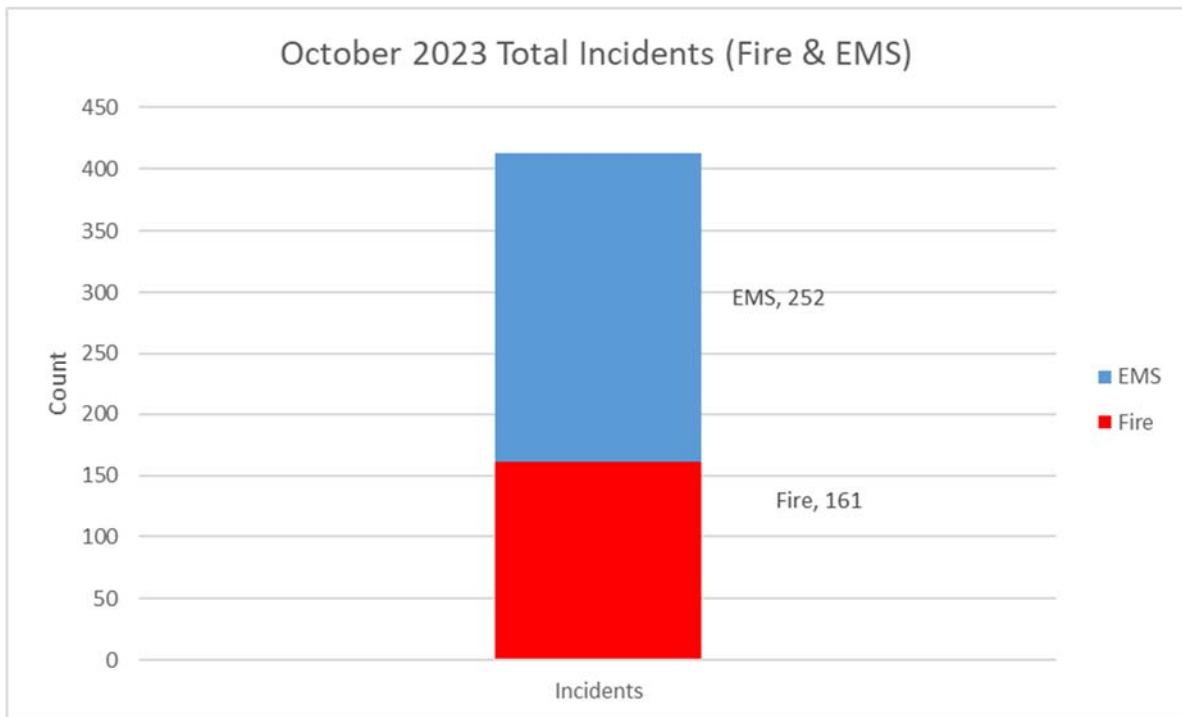
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire February 2023 Incident Statistics



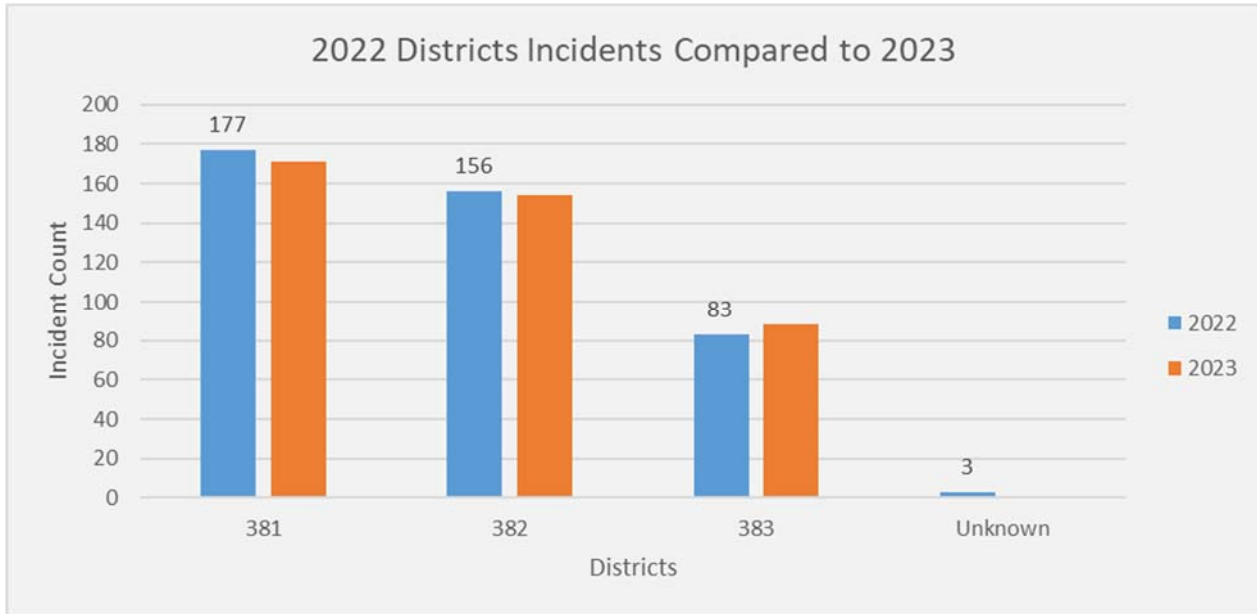
Incident Type	Incident Count	% of total Incident
Fire	161	39%
EMS	252	61%
Total	413	

Average 13.80 response per day. Average turnout time 1:19. And a total of 883 apparatus response.

Station 81 171 calls
Station 82 154 calls
Station 83 88 calls



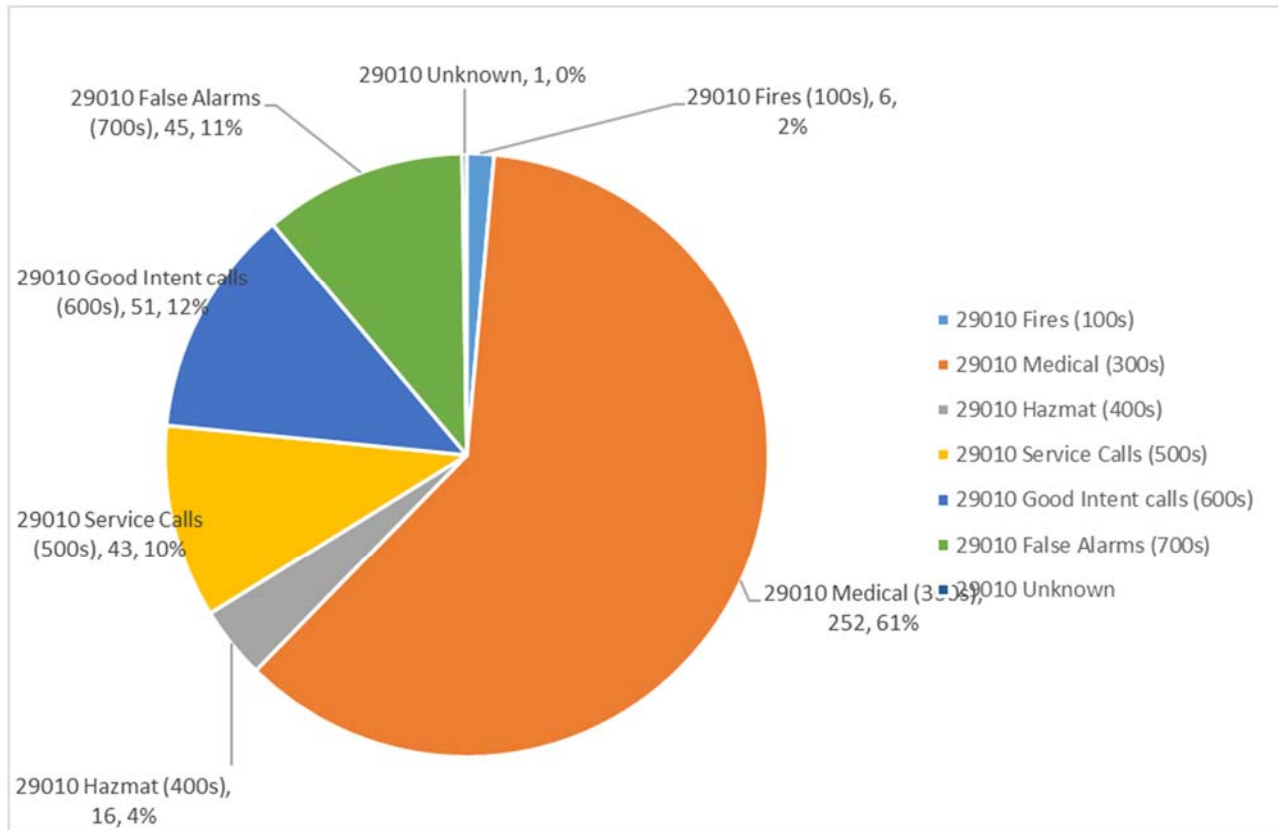
Westfield Fire February 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	177	171	-6	-3%
382	156	154	-2	-1%
383	83	88	5	6%
Total	416	413	-3	-0.72%



Westfield Fire February 2023 Incident Statistics

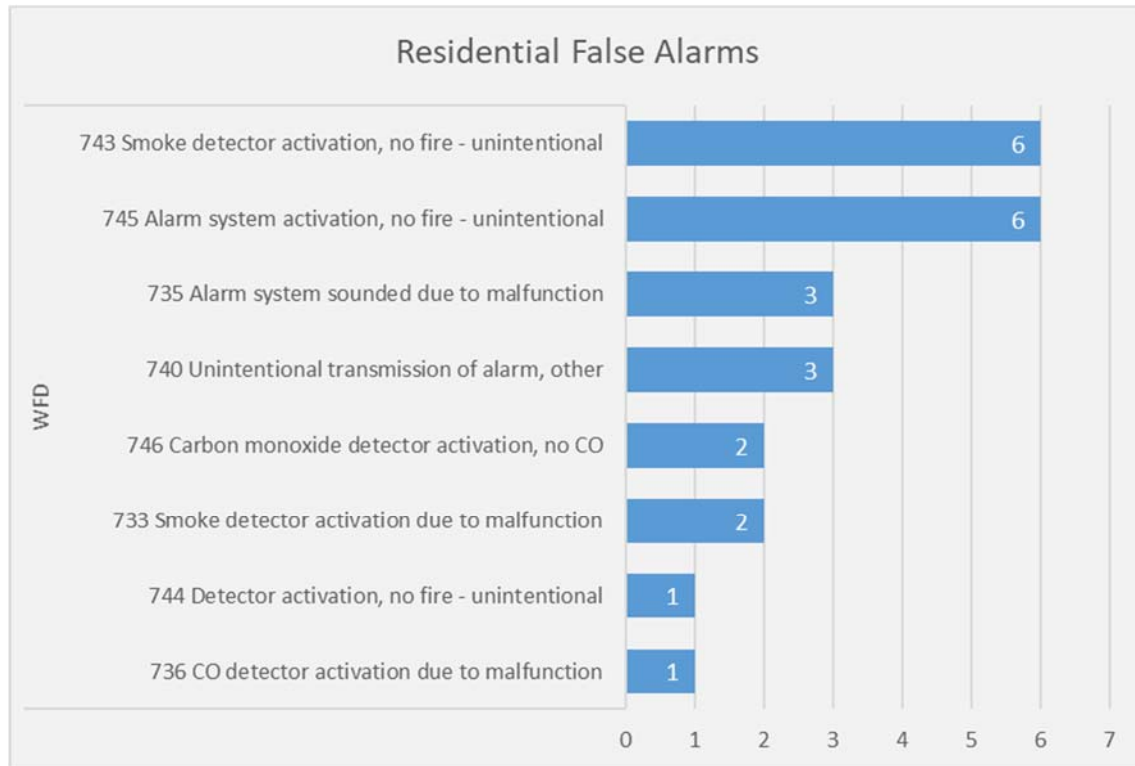


Call Type	Incident Count	% of total calls
Medical	252	61%
Good Intent	51	12%
Service Calls	43	10%
False Alarm	45	11%
Hazmat	16	4%
Fires	6	1%
Total	413	



Westfield Fire February 2023 Incident Statistics

False Alarm Calls

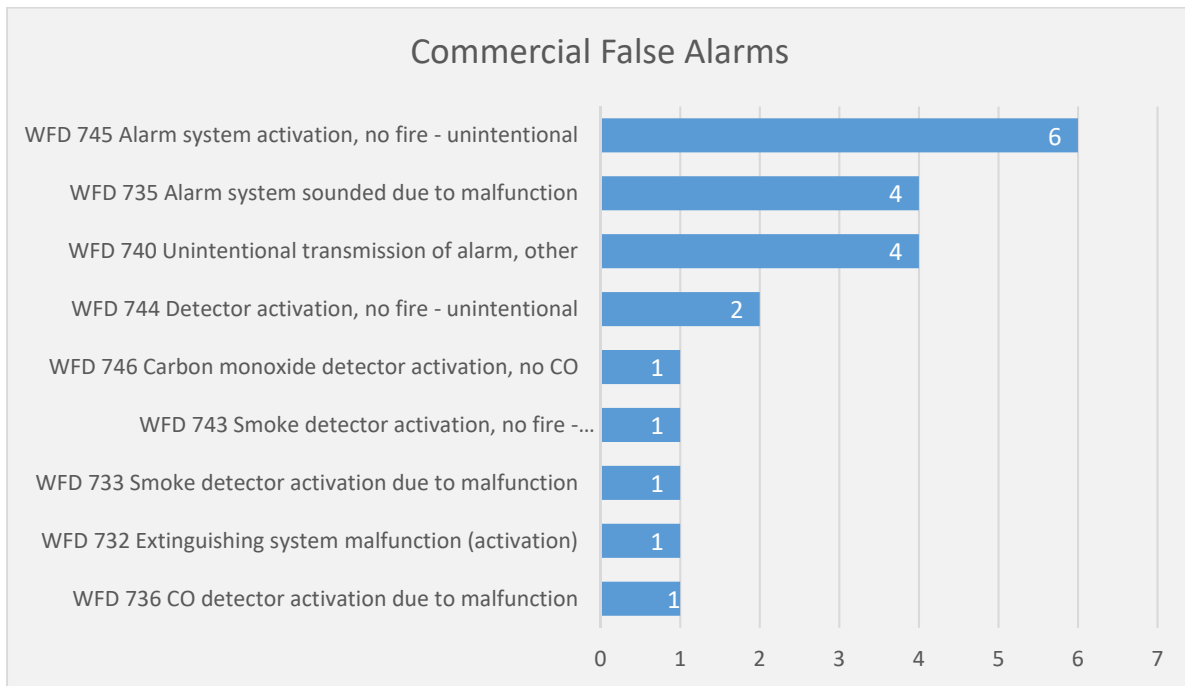


24 Residential Alarms



Westfield Fire February 2023 Incident Statistics

False Commercial Fire Alarm Calls

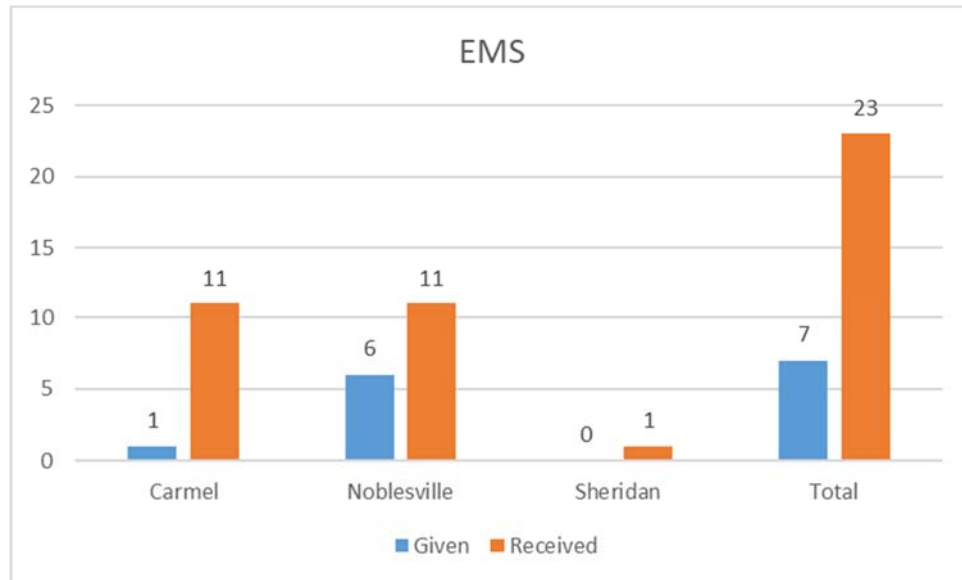


21 Commercial False Alarms



Westfield Fire February 2023 Incident Statistics

Mutual Aid data EMS



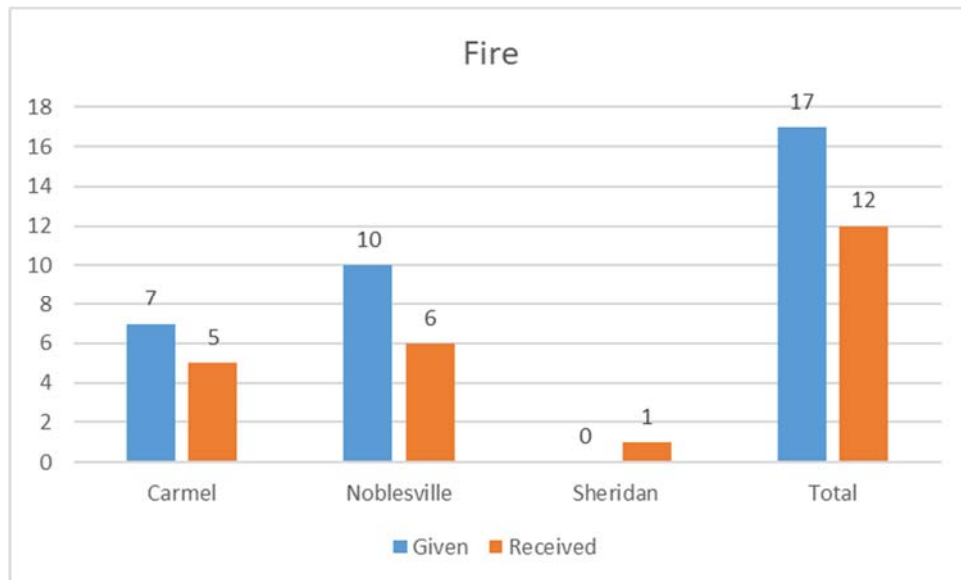
Total 30

	Given	Received
Carmel	1	11
Noblesville	6	11
Sheridan	0	1
Total	7	23



Westfield Fire February 2023 Incident Statistics

Mutual Aid Data Fire Incidents



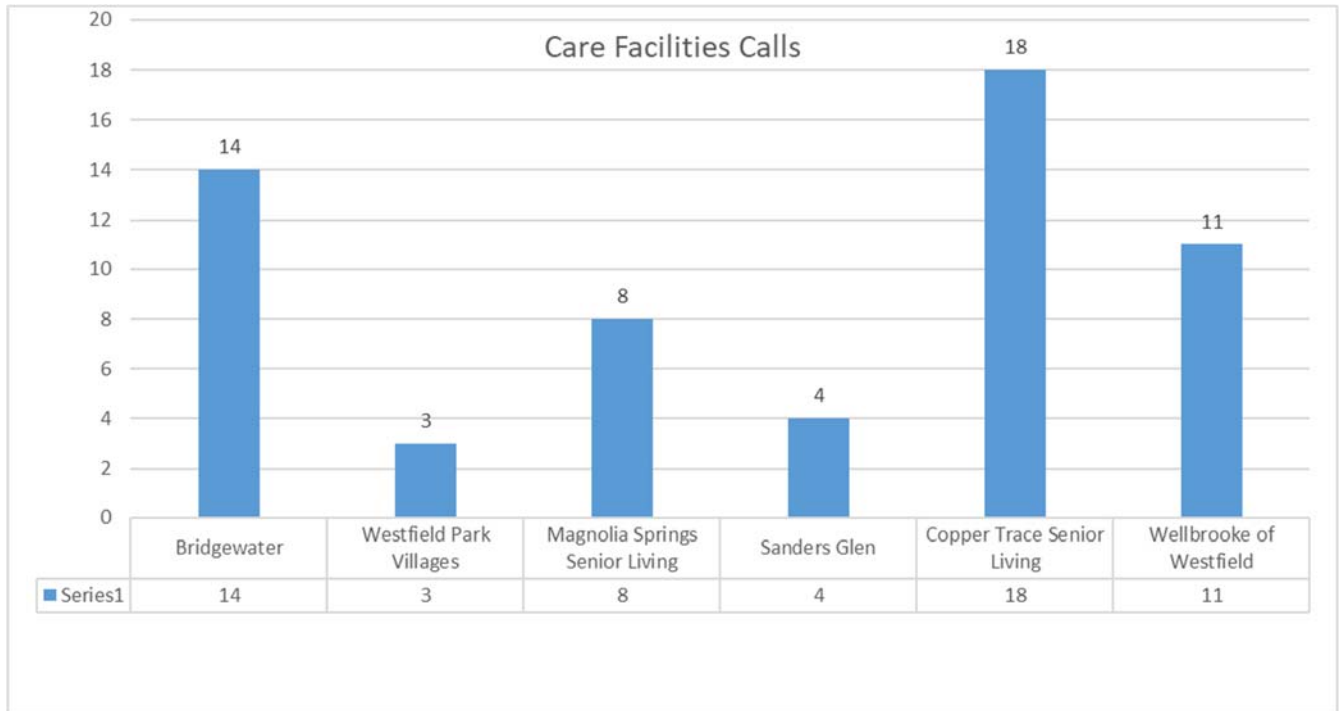
Total 29

	Given	Received
Carmel	7	5
Noblesville	10	6
Sheridan	0	1
Total	17	12



Westfield Fire February 2023 Incident Statistics

Care Facility



Bridgewater	14
Westfield Park Villages	3
Magnolia Springs Senior Living	8
Sanders Glen	4
Copper Trace Senior Living	18
Wellbrooke of Westfield	11

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

October 2023

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Arrests & traffic	4
Top Accident Locations	5
Total Accidents by Primary Cause	6
2. Community Events	7

Westfield Police Department

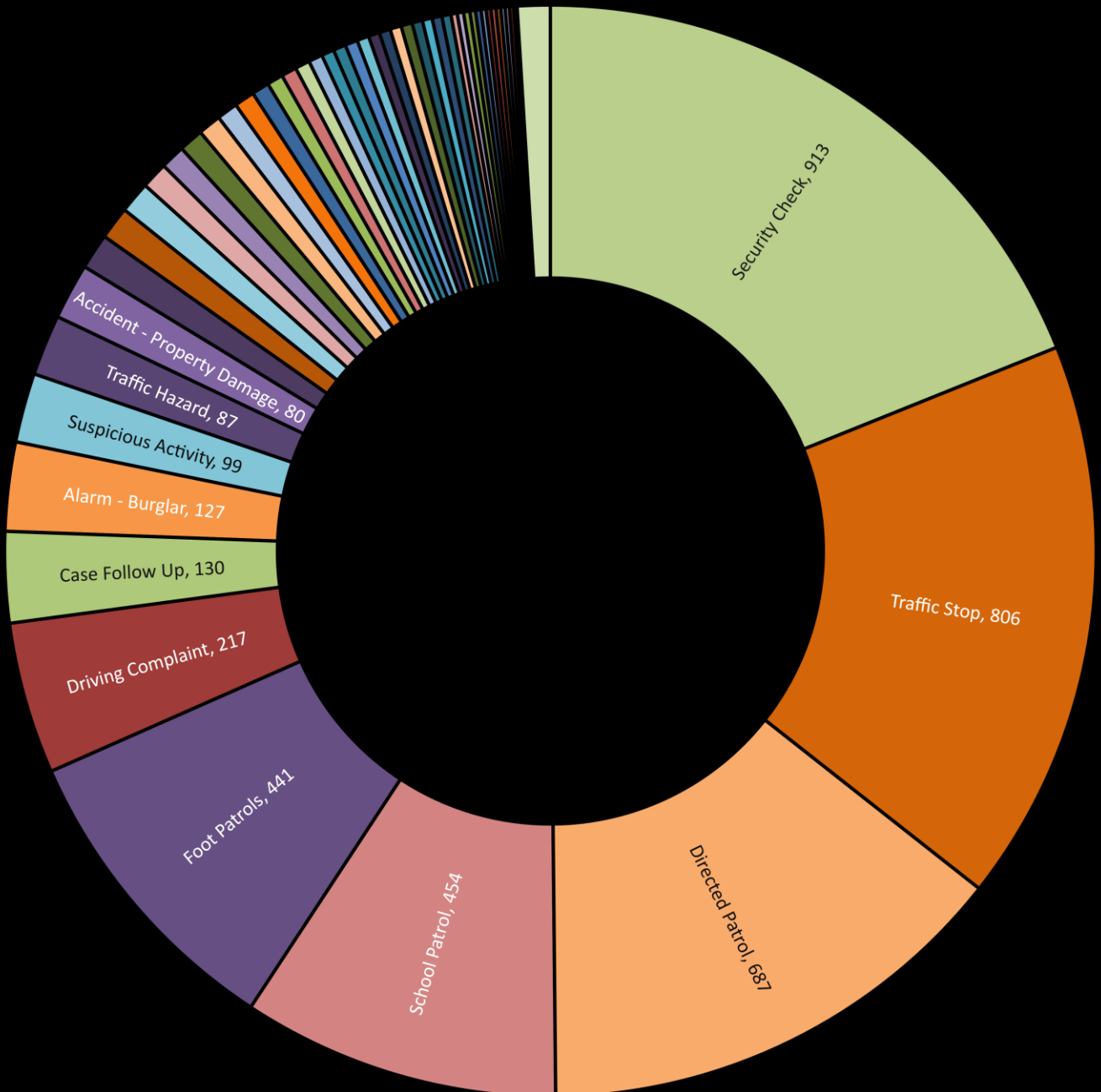
October 2023

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	18	Investigative Stop	2
Abandoned Vehicle	7	Juvenile Complaint	9
Abandonment	0	K9 Detail	0
Abuse / Neglect	2	Kidnapping	0
Accident - Hit & Run PD	23	Lock Out	45
Accident - Hit & Run PI	0	Loud Party	3
Accident - Other	0	Mental Emotional - Violent	3
Accident - Property Damage	80	Mental Emotial/Suicide Attempt	1
Accident - Personal Injury	14	Mental Person	16
Accident - Sinking Vehicle	0	Miscellaneous	16
Accident - Unknown	1	Missing Person	4
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	1
Alarm - Other	3	Nuisance	6
Alarm - Vehicle	0	Ordinance Misc.	16
Alarm - Burglar	127	Parking Complaint	16
Alarm - Hold Up	14	Physical Disturbance	15
Animal Bite / Attack	7	Product Contamination	0
Animal Complaint	35	Reckless Activity	0
Assist Fire	51	Road Rage	7
Assist Other Department	13	Robbery	0
Assist Public	47	Runaway	6
Battery	7	School Patrol	454
Bike Patrol	22	Security Check	913
Bomb Device Found	0	Sex Offense	6
Bomb Threat	0	Shooting	2
Burglary	3	Solicitor	1
Carjacking	0	Special Detail	3
Case Follow Up	130	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	35	Suspicious Activity	99
Criminal Mischief	17	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	0	Test	0
Directed Patrol	687	Theft	33
Disturbance	25	Theft - From a Vehicle	8
Domestic	0	Theft - of a Vehicle	5
Driving Complaint	217	Theft Shoplifter	0
Drug Complaint	9	Threat to Life	2
Drug Lab	0	Threatening Suicide	8
Escort	0	Tow Release	0
Fail to Return Comm Corrections	0	Traffic Hazard	87
Fight	3	Transport	2
Firearms Shots Fired	4	Trespassing	18
Foot Patrols	441	Traffic Stop	806
Found / Lost Property	18	Unknown Call for Police	0
Found Person	1	VIN Check	30
Fraud Prescription	0	Wanted	2
Fraud / Deception	29	Warrant Service	2
Harassment	20	Weapons Complaint	2
Intoxicated Person	9	Welfare Check	38
Investigation	21	Total	4827

Westfield Police Department
October 2023

Monthly Events by Incident Type
October 2023

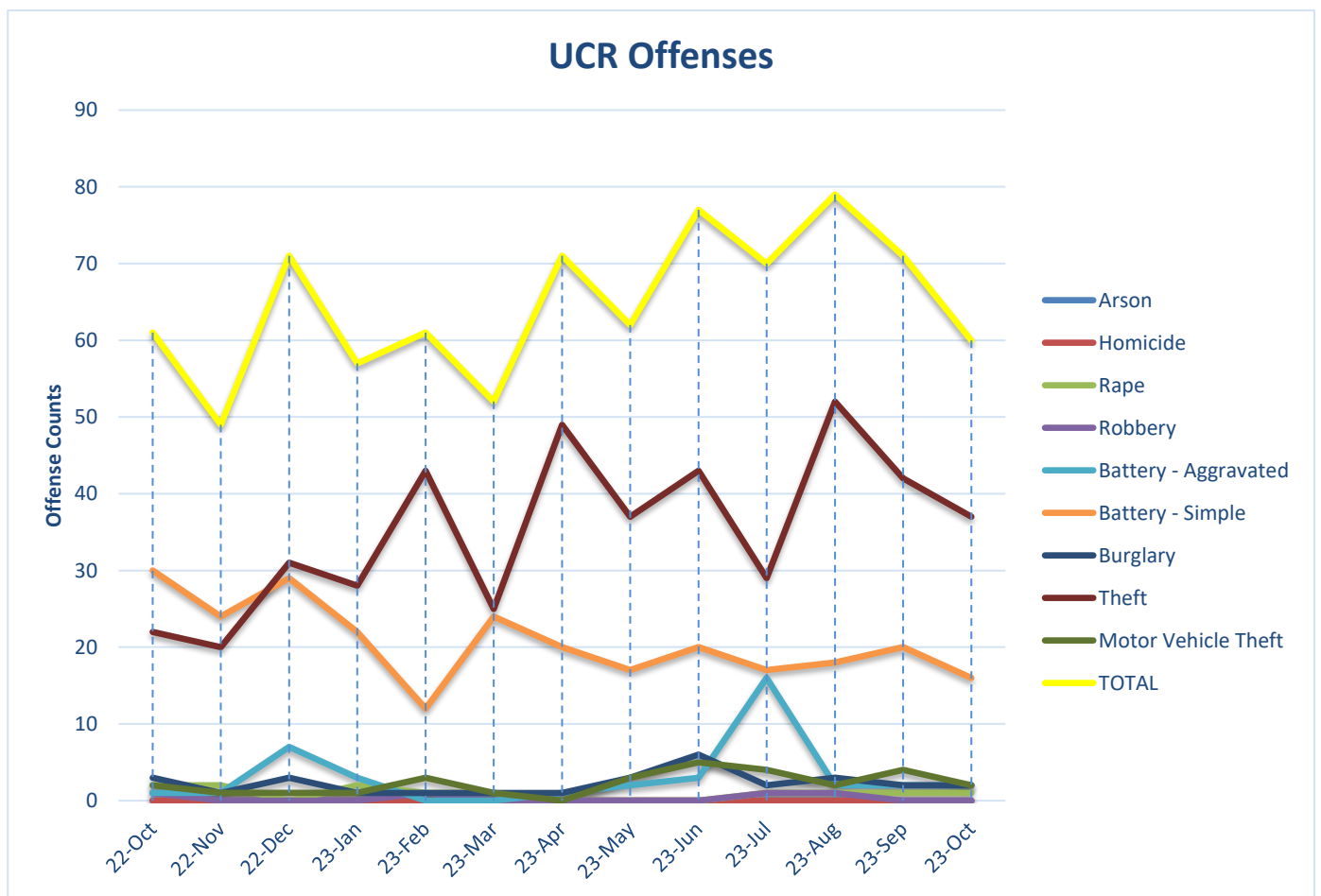


Westfield Police Department

October 2023

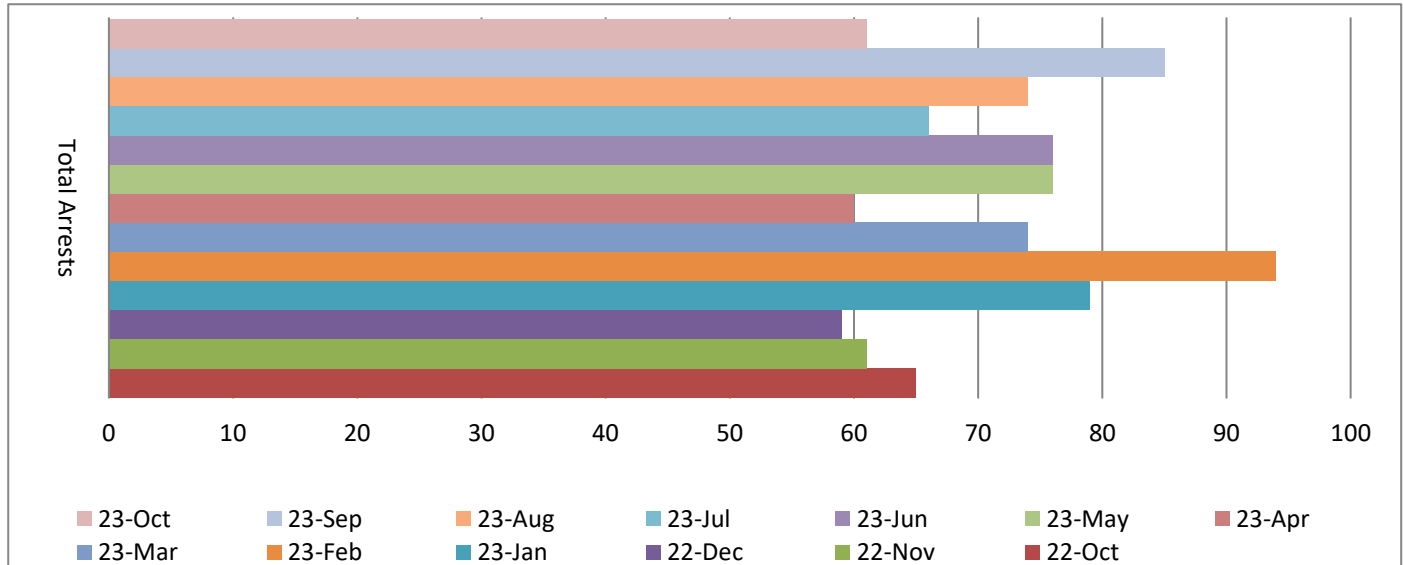
UCR OFFENSES

OFFENSE	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	2	2	0	2	1	1	0	0	0	1	1	1	1
Robbery	1	0	0	0	1	0	0	0	0	1	1	0	0
Battery - Aggravated	1	1	7	3	0	0	1	2	3	16	2	2	2
Battery - Simple	30	24	29	22	12	24	20	17	20	17	18	20	16
Burglary	3	1	3	1	1	1	1	3	6	2	3	2	2
Theft	22	20	31	28	43	25	49	37	43	29	52	42	37
Motor Vehicle Theft	2	1	1	1	3	1	0	3	5	4	2	4	2
TOTAL	61	49	71	57	61	52	71	62	77	70	79	71	60



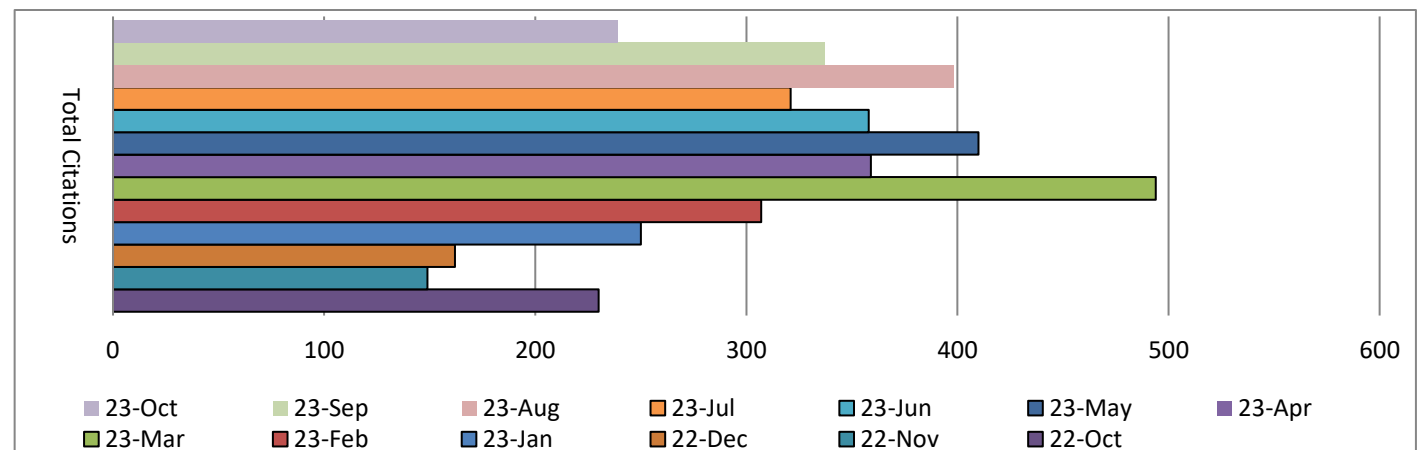
Westfield Police Department October 2023

Arrest Reports Taken	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct
Alcohol/ Drug Related	21	23	20	27	16	16	12	16	17	20	13	25	15
Felony Charges	20	31	26	28	10	45	25	79	42	38	51	39	33
Misdemeanor Charges	85	83	65	98	82	82	76	84	80	91	79	114	71
Total Arrests	65	61	59	79	94	74	60	76	76	66	74	85	61



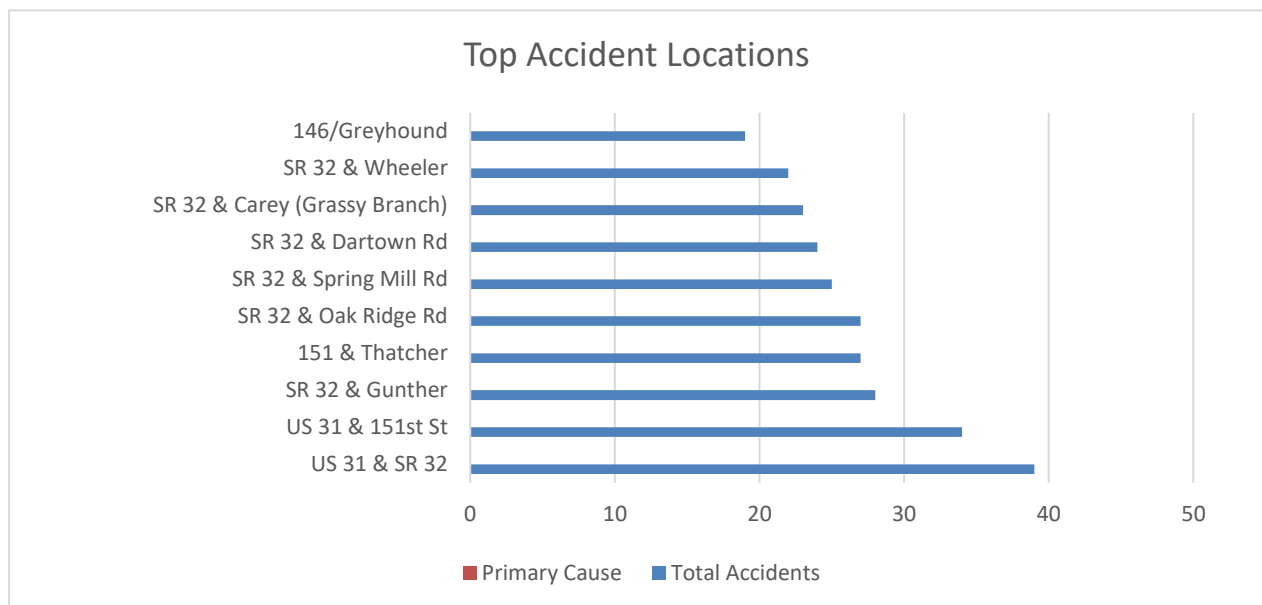
Traffic	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct
Total Citations	230	149	162	250	307	494	359	410	358	321	398	337	239
Total Written Warning	977	889	781	1130	1000	956	772	891	822	779	840	784	724
Total Traffic Accidents	94	65	77	67	54	74	59	83	92	72	76	72	83
Property Damage	82	58	64	60	43	64	48	71	83	59	65	63	70
Personal Injury	12	7	13	7	10	10	6	12	11	12	10	8	13
Fatality	0	0	0	0	1	0	1	0	0	1	1	1	0
<i>Hit and Run*</i>	8	10	8	10	6	11	5	7	18	8	7	6	10

*numbers included in property damage, personal injury, and fatality accidents



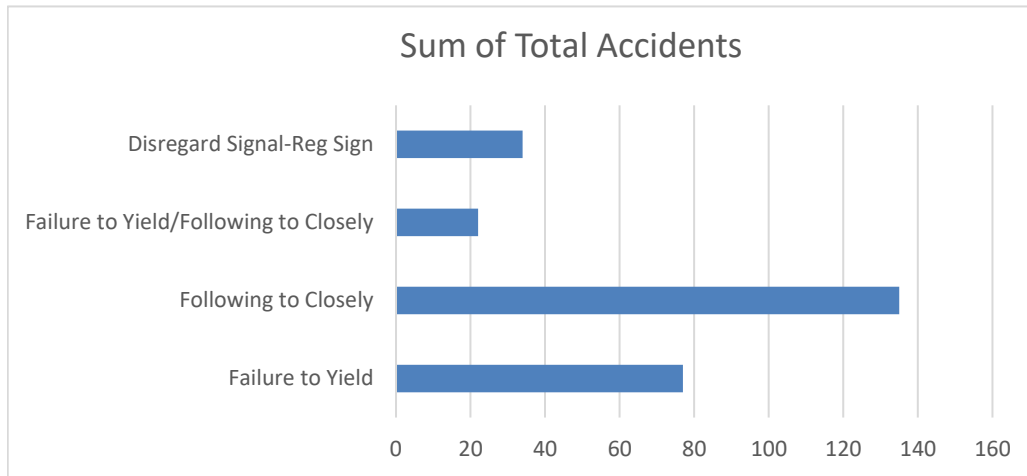
Westfield Police Department
October 2023

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	39	Following too Closely
US 31 & 151st St	34	Disregard Signal-Reg Sign
SR 32 & Gunther	28	Following too Closely
151 & Thatcher	27	Failure to Yield
SR 32 & Oak Ridge Rd	27	Failure to Yield
SR 32 & Spring Mill Rd	25	Following too Closely
SR 32 & Dartown Rd	24	Following too Closely
SR 32 & Carey (Grassy Branch)	23	Failure to Yield
SR 32 & Wheeler	22	Failure to Yield/Following too Closely
146/Greyhound	19	Following too Closely



Westfield Police Department
October 2023

Primary Cause	Sum of Total Accidents
Failure to Yield	77
Following to Closely	135
Failure to Yield/Following to Closely	22
Disregard Signal-Reg Sign	34



Westfield Police Department
October 2023

Community Events

10/4/23	Coffee With A COP
10/6/23	Student Impact Breakfast
10/8/23	Barktoberfest
10/21/23	Women's Running Festival Expo
10/27/23	Trick or Treating Event
10/27/23	Halloween Pet Costume Contest
10/27/23	Car Seat Inspections



November 15, 2023

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- CCD Ackerson, LLC, Midland, Section 1A, Bond #100250013, \$332,091.10, Storm
- CCD Ackerson, LLC, Midland, Section 1A, Bond #100250012, \$30,465.88, Erosion Control
- CCD Ackerson, LLC, Midland, Section 1A, Bond #100250014, \$73,800.33, Sidewalks
- Lennar Homes of Indiana, LLC, Westgate Central Park, Bond #30205027, \$11,833.00, Erosion Control

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- The Peterson Company, LLC, Northpoint Lot 2, Driveway Modifications, Bond #30164046, \$48,366.00, Erosion Control, ROW & Private Street Pavement, Concrete Sidewalk, & Asphalt Trails
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #6135004872, \$27,129.30, Trail
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #6135004881, \$28,969.60, Sidewalk
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #70NGP184986, \$509,718.00, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #70NGP184985, \$504,149.69, Street/Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #70NGP184850, \$196,280.00, Work in ROW & Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick Amenity Area, Bond #809462, \$80,212.00, Storm Sewer

- Pulte Homes of Indiana, LLC, Kimblewick Amenity Area, Bond #809464, \$6,922.91, Concrete Curb, Paving & Sidewalk – Entrance R/W
- Pulte Homes of Indiana, LLC, Kimblewick Amenity Area, Bond #809465, \$4,312.00, Paths – Common Area
- Platinum Properties Management Company, LLC, Lancaster, Section 4, Bond #4172268, \$72,806.80, Erosion Control

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #47SUR300214010744, \$45,831.79, Street/Curbs
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #47SUR300214010745, \$46,338.00, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #47SUR300214010746, \$2,633.60, Sidewalk
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #47SUR300214010747, \$2,466.30, Trail
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #47SUR300214010748, \$17,843.64, Erosion Control/ROW
- Conco Curbs & Paving, LLC, Kimblewick Amenity Area, Bond #B3296554, \$692.29, Concrete Curb, Entrance Right of Way, & Sidewalks
- The Snider Group, Inc., Kimblewick Amenity Area, Bond #B3295104, \$8,021.00, Storm Sewers
- Conco Curbs & Paving, LLC, Kimblewick Amenity Area, Bond #B3296555, \$431.20, Common Area Paths
- Good Oil Company, (Good to Go/Gristmill Crossing), Bond & Rider #6183607, \$19,568.00, Storm Sewer & Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 4, Bond #5361315, \$6,618.80, Erosion Control
- United Excavating & General Contracting, Inc., Lancaster, Section 4, Bond #54257036, \$25,305.40, Storm Sewers & SSD
- Karns, Inc., Lancaster, Section 4, Bond #BMIJ585971, \$7,797.30, Concrete Curbs & CA Walks
- Globe Asphalt Paving Company, Inc., Lancaster, Section 4, Bond #7671131, \$37,437.00, Local Paving & Subgrade Stabilization

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- Crider & Crider, Inc., Grand Park Indoor Sports Arena, Bond #MNT7643021, \$10,011.50, Storm Sewer
- Crider & Crider, Inc., Grand Park Indoor Sports Arena, Bond #7642390, \$53,293.00, Erosion Control